



PHILIP L. BROWNING  
Director

**County of Los Angeles  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

Board of Supervisors

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September 23, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

21 September 23, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**REQUEST APPROVAL OF THE TITLE IV-E CALIFORNIA WELL-BEING PROJECT  
IMPLEMENTATION PLAN AND MEMORANDUM OF UNDERSTANDING BETWEEN CALIFORNIA  
DEPARTMENT OF SOCIAL SERVICES AND LOS ANGELES COUNTY  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

This is to request your Board approve the Title IV-E California Well-Being Project (Waiver) Implementation Plan for Federal Fiscal Years (FFY) 2014-15 through 2018-19.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the enclosed Title IV-E California Well-Being Project (Waiver) Implementation Plan accepted by the California Department of Social Services (CDSS) on August 15, 2014.
2. Delegate authority to the Director of DCFS and Chief Probation Officer, or their designees to sign the Memorandum of Understanding (MOU) between CDSS and Los Angeles County for submission to CDSS.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On March 31, 2006, the State received approval for the California Title IV-E Child Welfare Waiver Demonstration Project from the federal Department of Health and Human Services (DHHS). On August 1, 2014, the State received approval from DHHS to extend the Demonstration for an additional five years. In addition, the State will operate a State Demonstration Project pursuant to Welfare and Institutions Code, Section 18200 et. seq. for the County Demonstration. Under the extension, the State is emphasizing child and family well-being. The extension will continue using a capped allocation of federal Title IV-E funds, which are used to provide direct, individualized services

to children and families without regard to their federal eligibility or placement. The Waiver will focus on prevention and family-centered practice. Implementation of this flexible funding strategy will support practice, programs, and system improvements that may result in better outcomes for children, youth and families, in-part by improving the array of services and supports available to children, youth and families involved in the child welfare and juvenile probation systems; engaging families through a more individualized casework approach that emphasizes family involvement; increasing child and youth safety without an over-reliance on out-of-home care; improving permanency outcomes and timelines; improving child, youth and family well-being; and decreasing recidivism and delinquency for youth on probation.

Provided below is a brief description of the strategies/initiatives that will be implemented and/or expanded using the available flexible funds under the Waiver.

Core Practice Model (CPM)/Safety Organized Practice (SOP) - SOP is a collaborative practice approach to support the implementation of the CPM. The Department of Children and Family Services (DCFS) will expand Coaching and the CPM to all 19 offices. Social workers and families will focus on teaming and engagement to improve individualized services for children and families.

Partnership for Families (PFF) - PFF is a program of service strategies that are provided by contractors to families for 6 to 12 months. DCFS will work with contracted agencies to engage in both internal capacity building efforts to recruit and retain at-risk families, achieve positive child and family outcomes, and external capacity building.

Expand Capacity for Prevention and Aftercare - Prevention and Aftercare is a program of service strategies to strengthen protective factors. The additional funding to expand the capacity for Prevention and Aftercare will provide specific emphasis on the evidence-based practices of Supporting Father Involvement, Safe Care and Parents as Teachers.

Pre-Placement Wraparound – Pre-Placement Wraparound provides youth, less than 17 years and 6 months of age, access to alternative services in lieu of high level group home placements. Probation will target Probation youth that reside in Los Angeles County who are at risk of placement in high level residential care. Wraparound is a family-centered, strength-based, needs-driven planning process for creating individualized services and supports for the child, youth and family.

Functional Family Therapy (FFT) – Through the use of existing County contracts and two teams of in-house Deputy Probation Officers (DPOs), Probation will provide treatment services to Probation youth between the ages of 13 to 18 years who are returning home from suitable placement or are at imminent risk of out-of-home placement, including, but not limited to, youth with co-occurring disorders, traumatized youth and sex offenders.

Functional Family Probation (FFP) – Through the use of in-house DPOs, Probation will provide treatment services to Probation youth assessed as moderate to high risk. FFP is an evidence-based supervision model grounded in Functional Family Therapy principles.

Other Probation Waiver initiatives are provided in the enclosed attachment. The initiatives detailed in this attachment will not be included in the statewide evaluation of the Waiver.

The MOU between CDSS and the County delineates the responsibilities of the State and the County under the Waiver. Through delegated authority, the Director of DCFS and the Chief Probation Officer's joint signatures on the MOU indicate the County's agreement with the requirements of the MOU.

Without the approval of the recommended actions, the County will be unable to implement the strategies/initiatives identified in the Waiver. This will significantly impair the Departments' ability to implement strategies/initiatives designed to meet the goals of increasing safety, improving permanency and its timelines, and reducing reliance on out-of-home care.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goals 2 (Fiscal Sustainability) and 3 (Integrated Service Delivery). These goals will be accomplished by improving the array of services and supports available to children, youth and families involved in the child welfare and juvenile probation systems; engaging families through a more individualized casework approach that emphasizes family involvement; increasing child safety without an over-reliance on out-of-home care; improving permanency outcomes and timelines; improving child and family well-being; and decreasing recidivism and delinquency for youth on Probation.

### **FISCAL IMPACT/FINANCING**

The cost of the recommended actions in FY 2014-15 will be approximately \$1.08 billion and will be fully financed by the federal and State funding included in the funding cap and the County match requirement.

The federal funding cap was established based on federal reimbursement for administrative and out-of-home care costs the County received in FFY 2014. The growth rate for the maintenance assistance payments is based on the average maintenance payment claim per child for FFY 2014, calculated using the base period FFYs 2008–2014, multiplied by the California Necessities Index (CNI) annual demonstrated change rate in the prior year. The growth rate for administration costs is based on FFY 2014 payments, calculated using the base period FFYs 2008-2014, and multiplied by the three-year average annual rate of change. Currently, there is a five year average of 3% growth factor.

The State funding cap was established based on the 2011 Realignment. The County's match requirement or Maintenance of Effort (MOE) was established based on actual expenditures in FY 2005-06. The State/County contribution is expected to remain static during the Waiver extension and is based on the amount received at the onset of the 2011 State Realignment. Sufficient funding is included in the Departments' FY 2014-15 Final Adopted Budgets.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The County's Waiver provides the Departments with the flexibility to use Title IV-E funds for innovative strategies to accelerate efforts to improve outcomes for children and families in Los Angeles County. The plan builds upon systems improvements already underway among County departments and community partners.

On August 15, 2014, CDSS acknowledged receipt of the Waiver's Implementation Plan. CDSS determined that the County level project objectives and proposed use of flexible funding support the overall goals of the Waiver as reflected in the federal Waiver Terms and Conditions, and indicated that staff from their Resources Development and Training Support Bureaus would assist County staff, provide feedback, and coordinate site visits.

The County and CDSS have reached an agreement on an MOU specifying the roles and

responsibilities of all parties; authorizing the County to participate in the Waiver; allowing the County to expend federal foster care funds for children and families who are not normally eligible and to allow the County to make payments for services that will be provided that are not normally covered under Title IV-E and specifying mechanisms/procedures to be used for claiming, collecting, reporting and tracking data on children and families served using the Waiver funding. The MOU with CDSS contains provisions that allow it to be modified as necessary due to changes in State or federal law that impact its provisions, that allow the County to opt-out of the Waiver upon 60 calendar days written notice prior to the first day of the calendar quarter in which the County intends to terminate its participation, and that requires, upon a County opting-out, a fiscal review and reconciliation with the State. As required by the MOU between the County and CDSS, the Departments are implementing the enclosed fiscal MOU to incorporate the joint participation in the Waiver and reflect the agreements reached around reinvestment funds and claiming procedures. DCFS and Probation are ready to implement the Waiver FFY 2014-15 initiatives, developed in collaboration with the State, other Waiver Counties, and other stakeholders, to better serve the children and families of Los Angeles County.

The Chief Executive Office (CEO) concurs with the requested action. County Counsel has approved the MOU between CDSS and the County.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The Title IV-E Waiver Agreement will allow DCFS and Probation the funding flexibility to improve outcomes for children and families and improve the array of services and supports available to children, youth and families involved in the child welfare and juvenile probation systems; engage families through a more individualized casework approach that emphasizes family involvement; increase child safety without an over-reliance on out-of-home care; improve permanency outcomes and timelines; improve child and family well-being; and decrease recidivism and delinquency for youth on probation.

The County proposes to develop, implement and expand a wide array of programs and services, to provide individualized services and strategies that are strength-based, family-centered, child-focused and community-based. This array of services will span the services continuum from: 1) Prevention and Early Intervention; 2) Crisis Intervention; 3) Intensive Services; and 4) Permanency and Aftercare Services.

### **CONCLUSION**

The Title IV-E California Well-Being Project (Waiver) Implementation Plan for FFY2014-15 uses initiatives that build on significant systems improvement efforts already underway among Los Angeles County departments and their community partners. DCFS and Probation are committed to working collaboratively in an effort to improve safety, permanency and well-being for the children of Los Angeles County that are at risk or are currently residing in out-of-home care.

It is requested that the Executive Office/Clerk of the Board send one copy of the Adopted Board action to each of the following:

Department of Children and Family Services  
Attn: Alan Weisbart, CSA II  
425 Shatto Place, Room 600

The Honorable Board of Supervisors

9/23/2014

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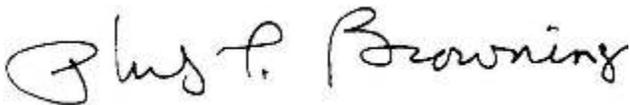
Los Angeles, CA 90020

Department of Children and Family Services  
Attn: Rogelio Tapia, Departmental Finance Manager III  
425 Shatto Place, Room 205  
Los Angeles, CA 90020

Probation Department  
Attn: Adam Bettino, Probation Director  
3965 South Vermont Avenue, 3rd Floor  
Los Angeles, CA 90037

Probation Department  
Attn: Kym Vieira, Administrative Deputy III  
9150 E. Imperial Highway  
Downey, CA 90242

Respectfully submitted,



PHILIP L. BROWNING  
Director



JERRY E. POWERS  
Chief Probation Officer

PLB:JEP:FAD  
AW:RT:AB:KV:aw

Enclosures

c: Chief Executive Officer  
County Counsel  
Auditor-Controller

California Department of Social Services (CDSS)  
Title IV-E California Well-Being Project

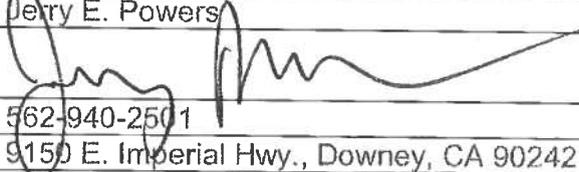
Attachment I



All County Plans for the Title IV-E Child Well-Being Project are expected to comply with the following requirements.

1. The County Plan, with original signatures from the Child Welfare Director and the Chief Probation Officer, must be submitted to CDSS at:  
California Department of Social Services  
Integrated Services Unit  
744 P Street, MS 8-11-86  
Sacramento, CA 95814
2. The County Plan submissions must be received by 5:00 p.m. on **August 15, 2014**. An electronic copy of the County Plan should be sent to [IV-EWaiver@dss.ca.gov](mailto:IV-EWaiver@dss.ca.gov). The County Plan with original signatures by the Child Welfare Director and the Chief Probation Officer must be received by CDSS within seven days of the electronic copy submission date. Faxes will **not** be accepted.
3. The County Plan must be an integrated plan with information and data for both Social Services and Probation Departments.
4. The County Plan should describe the project-wide interventions (SOP and Wraparound) as well as any optional county specific targeted interventions. Each county may identify up to two child welfare and up to two probation interventions.
5. The County Plan may be amended during the project period via submittal of the County Plan Amendment Form. Amendment forms may be requested at [IV-EWaiver@dss.ca.gov](mailto:IV-EWaiver@dss.ca.gov).
6. The County Plan should not exceed 25 pages excluding the budget.

California Department of Social Services (CDSS)  
 Title IV-E California Well-Being Project

Title IV-E California Well-Being Project Signature Sheet County Submittal	
County Name	Los Angeles County
County Child Welfare Agency Director	
Name	Philip L. Browning
Signature*	
Phone Number	213-351-5600
Mailing Address	425 Shatto Place, Suite 600, Los Angeles, CA 90020
County Chief Probation Officer	
Name	Jerry E. Powers
Signature*	
Phone Number	562-940-2501
Mailing Address	9150 E. Imperial Hwy., Downey, CA 90242
<b>Mail the original Signature Sheet to:</b> California Department of Social Services Integrated Services Unit 744 P Street, MS 8-11-86 Sacramento, CA 95814	
*Signatures must be in blue ink.	

California Department of Social Services (CDSS)  
Title IV-E California Well-Being Project

Contact Information*		
Child Welfare Agency		
Program	Name	Alan Weisbart
	Agency	Los Angeles County DCFS
	Phone and Email	213-351-5740; weisba@dcss.lacounty.gov
	Mailing Address	425 Shatto Place, Suite 600, Los Angeles, CA 90020
Evaluation	Name	Alan Weisbart
	Agency	Los Angeles County DCFS
	Phone and Email	213-351-5740; weisba@dcss.lacounty.gov
	Mailing Address	425 Shatto Place, Suite 600, Los Angeles, CA 90020
Fiscal	Name	Rogelio Tapia
	Agency	Los Angeles County DCFS
	Phone and Email	213-351-3244; tapiar@dcss.lacounty.gov
	Mailing Address	425 Shatto Place, Suite 205, Los Angeles, CA 90020
Probation Agency		
Program	Name	Adam Bettino
	Agency	Los Angeles County Probation
	Phone and Email	323-371-9204 adam.bettino@probation.lacounty.gov
	Mailing Address	3965 South Vermont, 3rd Flr., Los Angeles, CA 90037
Evaluation	Name	Adam Bettino
	Agency	Los Angeles County Probation
	Phone and Email	323-371-9204; adam.bettino@probation.lacounty.gov
	Mailing Address	3965 South Vermont, 3rd Flr., Los Angeles, CA 90037
Fiscal	Name	Norma Cruz-Lawler
	Agency	Los Angeles County Probation
	Phone and Email	562-940-2680; norma.cruz@probation.lacounty.gov

California Department of Social Services (CDSS)  
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	<b>Mailing Address</b>	9150 E. Imperial Hwy., Downey, CA 90242
*The Program and Evaluation Contact may be the same.		

California Department of Social Services (CDSS)  
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Date: October 1, 2014

County: Los Angeles

TITLE IV-E CALIFORNIA WELL-BEING PROJECT PLAN

COUNTY PROFILE

Describe the county's population trends and demographics. Review the county's current System Improvement Plan to identify current child welfare (CW) and probation needs, goals and outcomes. Include a description of the structure between Social Services and Probation for the Project's implementation.

According to the first quarter of Calendar Year (CY) 2014, Los Angeles County data; 20.6% of the 2.6 million children in Los Angeles County lived in families that were 100% below the Federal Poverty Levels. These countywide averages mask significant regional differences. For example, during the first quarter of CY 2014, 34.3% of children in South Service Planning Area (SPA) lived in families with incomes below the poverty level, while only 10.5% in the West area were below the poverty level.

Since all but one of the County's eight SPAs is larger than several other States, it is not surprising that the data highlights different kinds of strengths and challenges for families living in different areas of this complex county. The following provides a brief profile of the family demographics, strengths and needs in each of the SPAs:

- The Antelope Valley (SPA 1) is the smallest in population at approximately 386,000, but the largest geographic area and includes a number of small towns surrounded by high desert. Fifty-three percent of the 149,000 children and youth (3.9% of the number of youth of Los Angeles County) in SPA 1 are Latino while 27.9% are White, 16.2% are African American, 2.8% are Asian/Pacific Islander and 0.4% is American Indian. Isolation and limited public transportation present major difficulties. There are parents commuting more than two hours a day, leaving many children alone for many hours at a time. Twenty-nine percent of youth live in families with incomes below the federal poverty level. SPA 1 accounts for 11.0% of the children DCFS placed in out of home care and has a teen birth rate of 11.1 per 1,000 youth.

- The San Fernando Valley (SPA 2) has a population of 2.1 million residents and its population is the size of Nevada and New Mexico and is larger than 14 other states. The majority of SPA 2's 462,567 children and youth (17.5% of the total number of youth) are Latino (56.8%), while 31.2% are White, 8.1% are Asian/Pacific Islander,

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3.7% are African American and 0.2% are American Indian. Sixteen percent of youth live in families with incomes below the federal poverty level. SPA 2 accounts for 11.6% of the children in out-of-home care and has a teen birth rate of 5.7 per 1,000 youth.

- The San Gabriel Valley (SPA 3) is home to 1.6 million people including 570,169 children and youth (21.6% of the total number of youth). Fifty-seven percent are Latino, while 19.7% are White, 19.5% are Asian/Pacific Islander, 3.4% are African American and 0.2% are American Indian. Fifteen percent of youth live below the federal poverty level. SPA 3 accounts for 17.9% of children in out-of-home care and has a teen birth rate of 6.8 per 1,000 youth.

- The Metro area (SPA 4) includes a population of 1.2 million people including 570,169 children and youth (21.6% of the total number of youth). SPA 4 includes the area in and around downtown of the City of Los Angeles and is home to a large number of indigent families. Seventy-two percent of the children in this area are Latino, 14.2% are Asian/Pacific Islander, 10.4% are White, 3.2% are African American and 0.2% are American Indian. Twenty-nine percent of youth live below the federal poverty level. SPA 4 accounts for 5.5% of children in out-of-home care and has a teen birth rate 9.3 per 1,000 youth.

- The West area (SPA 5) has a population of 637,129 and includes most of the wealthiest parts of the County. Fifty-three percent of the 154,045 children and youth (5.8% of the total number of youth) are White, while 27.0% are Latino, 11.6% are Asian/Pacific Islander, 8.7% are African American and 0.1% are American Indian. SPA 5 accounts for 1.9% of children in out-of-home care and has a teen birth rate of 2.3 per 1,000 youth.

- The South area (SPA 6) has a population of 1 million people and 367,928 are children and youth (13.9% of the total number of youth). The economic challenges for families in this service area are overwhelming. Thirty-four percent of children live in families under the poverty level. Seventy-four percent are Latino, 23.9% are African American, 1.2% are White, 0.7% are Asian/Pacific Islander and 0.1% are American Indian. SPA 6 accounts for 25.7% of children in out-of-home care and has a teen birth rate of 15.8 per 1,000 youth.

- The East area (SPA 7) has a population of 1.2 million. The majority of SPA 7's 374,340 child and youth (14.7% of the total number of youth) are Latino (84.8%), while 7.6% are White, 5.2% are Asian/Pacific Islander, 2.1% are African American and 0.2%

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are American Indian. SPA 7 accounts for 12.9% of children in out-of-home care and has a teen birth rate of 8.2 per 1,000 youth.

- The South Bay/Harbor area (SPA 8) with a total population of 1 million people includes both a string of smaller beach communities along the ocean, as well as Long Beach, the Harbor and economically depressed areas inland. SPA 8 is one of the more racially and culturally balanced areas in the County. Fifty-one percent of the 420,058 children and youth (16.0% of the total number of youth) in SPA 8 are Latino, 21.7% are White, 13.9% are African American, 13.3% are Asian/Pacific Islander and 0.2% are American Indian. SPA 8 accounts for 13.5% of the children in out-of-home care and has a teen birth rate of 7.0 per 1,000 youth.

- Taken as a whole, American Indians represent 0.1% (3,663) of the total number of youth in Los Angeles County. Over 19% of American Indian children live in families with income under the poverty level and accounted for 0.7% of the children in out-of-home care.

- There are approximately 12,000 youth under the supervision of the Los Angeles County Probation Department. Juvenile crime rates have decreased steadily over the last several years. In 2011, Juvenile crimes dropped to their lowest levels since 1957 this included a significant drop in violent crime and all felonies ([www.cjcj.org](http://www.cjcj.org)). As a result, Los Angeles County Probation seen a decline in the number of youth under juvenile supervision; there are approximately 830 youth on a Suitable Placement order, approximately 760 youth on a Camp to Community Placement order and approximately 10,500 youth on a Home on Probation order. Despite this significant drop in Juvenile crime rates, Probation has found that the population is in need of more intensive and focused interventions. The Department is consistently seeking to improve the continuum of care and service array to address mental health, substance abuse and delinquent behavior.

To be effective, the child welfare and probation systems must be able to meet the multiple needs of children and families in these different communities through the responsible use of the full spectrum of available government services and community supports. This Waiver extension will take full advantage of public and private supports for children and families through improved performance in local community partnership processes, in quality services delivery and in new accountability structures.

Each Department has identified key staff to either work on the Waiver full-time or a significant portion of their work time. DCFS has identified Alan Weisbart as its Waiver

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Coordinator and Probation has identified Adam Bettino as its Waiver Coordinator. In addition, administrative support staff for each Department will work on the Waiver. The Waiver team members will be responsible for planning, coordinating, monitoring and reporting on Waiver implementation and outcomes; and working with CDSS, Chief Executive Office, other County Departments, service providers, community partners and other stakeholders. The Departments have been working closely and meeting regularly. The Departments have had conversations regarding the Fiscal Memorandum of Understanding (MOU) between the two Departments and have come to a tentative agreement as to cost allocation methodologies.

The Departments have cross walked the current Los Angeles County System Improvement Plan (SIP) and the Waiver Implementation Plan and have identified the following goals and outcomes:

- Provide preventative services as well as increase the array of services to allow children to remain safely in their homes.
- Reduced timelines to reunification through the use of enhanced Child and Family Team meetings and Family Finding efforts. If reunification is not possible, decreased timelines to adoption and legal guardianship.
- Reduced length of stay in out-of-home care while ensuring that individualized case planning and appropriate community alternatives and services are in place prior to the youth returning home to ensure successful and permanent reunification.
- Reduced length of stay in congregate care while ensuring that individualized case planning and community alternatives and services are in place prior to the youth returning home to ensure improved outcomes and permanent reunification.
- Enhanced cross-system case assessment and case planning. Additionally, improved and timely case planning to reduce reliance on out-of-home care through the provision of intensive, focused and individualized services.

**OTHER KEY INITIATIVES AND PILOT DEMONSTRATIONS**

Describe each initiative (i.e. California Partners for Permanency (CAPP), Quality Parenting Initiative (QPI), Resource Family Approval (RFA) Program), including expected impact, anticipated immediate/measurable changes and potential benefits/risks.

The Permanency Innovations Initiative is a \$100 million, 5 year federal grant, of which \$14.5 million was awarded to the California Department of Social Services to address

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disproportionality and disparity in child welfare in the over represented African American and American Indian communities. The purpose of this grant is to reduce long-term foster care and improve well-being for the identified populations using a child and family practice model. The four counties receiving the grant are Los Angeles, Fresno, Santa Clara and Humboldt.

Using principles from Implementation Science, a practice model including 23 practice behaviors was developed with input from state and local partners. The intent is to provide basic framework for implementation so that fidelity assessments could be conducted to determine how workers and supervisors adhere to the model. The implementation strategy of coaching is used to support training and execution and the fidelity assessment provides a basis for analyzing practice.

As the State is developing its Practice Model, it is possible that some strategies will not align with the model developed in CAPP and there will be a need for retraining and coaching. Some of the benefits of having a standardized method of practice include families receiving quality services, higher social worker retention and better outcomes for children and youth.

In 2001, Probation began implementing the Juvenile Justice Crime Prevention Act (JJCPA), which established a funding source for local juvenile justice programs aimed at curbing crime and delinquency among at-risk and young offenders. This initiative is available to counties for collaborative efforts addressing a continuum of responses to juvenile crime, including prevention, intervention, supervision, treatment and detention. Each juvenile is given a risk and needs assessment and assigned to one or more JJCPA programs; enhanced mental health services, enhanced services to high-risk/high need youth, and enhanced school and community-based services. The initiative impacts at least one of the following outcome: arrests; incarcerations; completion of probation; completion of restitution; completion of community service and probation violations. Immediate and measurable changes vary depending on the actual service, but include increasing the numbers of youth served by school-based Deputy Probation Officers (DPOs), ensuring that youth are screened and assessed for mental health needs and receive treatment upon entry into the juvenile justice system, and increasing awareness of positive coping skills.

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**SAFETY ORGANIZED PRACTICE (SOP) / CORE PRACTICE MODEL (CPM) (CHILD WELFARE)**

Specific elements of this model include engagement, assessment, behaviorally based case planning, transition and monitoring/adapting.

**Key Practice Components**

<b>Elements of the Model (Tools)</b>	<b>Engagement</b>	<b>Assessment</b>	<b>Service Planning and Implementation</b>	<b>Monitoring and Adapting</b>	<b>Transition</b>
Motivational Interviewing	X	X		X	X
Solution-Focused Interviewing/Practice	X	X	X	X	X
Cultural Humility	X	X	X	X	X
Appreciative Inquiry	X	X	X	X	X
Trauma-Informed Practice	X	X	X	X	X
Structured Decision Making		X	X		X
Family/Child Teams and Networks of Support	X	X	X	X	X
Strategies for engaging children, capturing the children's voice and perspective in decision-making	X	X	X	X	X
Safety Mapping/Information and Consultation Framework	X	X	X	X	X
Partnership-Based Collaborative Practice			X	X	X
Effective safety planning at foster care entry and exit		X	X		X
Case Teaming	X	X	X	X	X

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**WRAPAROUND (PROBATION)**

Wraparound is a family-centered, strengths-based, needs-driven planning process for creating individualized services and supports for the youth and family. Specific elements of the Wraparound model will include teaming, engagement, individualized strength based case planning, and transitions.

**Key Practice Components**

Phase	Description
<p><b>Phase 1 Engagement and Team Preparation</b></p>	<p>During this phase, the groundwork for trust and shared vision among the family and wraparound team members is established, so people are prepared to come to meetings and collaborate. During this phase, the tone is set for teamwork and team interactions that are consistent with the wraparound principles, particularly through the initial conversations about strengths, needs, and culture. In addition, this phase provides an opportunity to begin to shift the family's orientation to one in which they understand they are an integral part of the process and their preferences are prioritized. The activities of this phase should be completed relatively quickly (within 1-2 weeks if possible), so that the team can begin meeting and establish ownership of the process as quickly as possible.</p>
<p><b>Phase 2 Initial Plan Development</b></p>	<p>During this phase, team trust and mutual respect are built while the team creates an initial plan of care using a high-quality planning process that reflects the wraparound principles. In particular, youth and family should feel, during this phase, that they are heard, that the needs chosen are ones they want to work on, and that the options chosen have a reasonable chance of helping them meet these needs. This phase should be completed during one or two meetings that take place within 1-2 weeks, a rapid time frame intended to promote team cohesion and shared responsibility toward achieving the team's mission or overarching goal.</p>
<p><b>Phase 3 Implementation</b></p>	<p>During this phase, the initial wraparound plan is implemented, progress and successes are continually reviewed, and changes are made to the plan and then implemented, all while maintaining or building team cohesiveness and mutual respect. The activities of this phase are repeated until the team's mission is achieved and formal wraparound is no longer needed.</p>
<p><b>Phase 4 Transition</b></p>	<p>During this phase, plans are made for a purposeful transition out of formal wraparound to a mix of formal and natural supports in the community (and, if appropriate, to services and supports in the adult system). The focus on transition is continual during the wraparound process, and the preparation for transition is apparent even during the initial engagement activities.</p>

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**INTERVENTIONS**

Using the provided Interventions template, each department is to give a detailed description of the project-wide intervention as well as up to two child welfare and up to two probation optional county specific targeted interventions.

**CHILD WELFARE**

<b>INTERVENTION #1</b>	
<b>SAFETY ORGANIZED PRACTICE (SOP) / CORE PRACTICE MODEL (CPM)</b>	
<b>Is SOP / CPM a System Improvement Plan (SIP) Strategy?</b>	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>The following project goals will be targeted by the intervention above:</b>	
<ul style="list-style-type: none"> <li>• Improve the array of services and supports available to children, youth and families involved in the child welfare and juvenile probation systems</li> <li>• Engage families through a more individualized casework approach that emphasizes family involvement</li> <li>• Increase child safety without an over-reliance on out-of-home care</li> <li>• Improve permanency outcomes and timelines</li> <li>• Improve child and family well-being</li> <li>• To decrease recidivism and delinquency for youth on probation</li> </ul>	
<b>5 Year Plan</b>	
<b>Target Population</b>	The target population is children and families with open DCFS in-home care and out-of-home care cases.
<b>Geographic Area</b>	This intervention will be implemented countywide.
<b>Expected short and long term outcomes</b>	The short term outcomes are to deepen understanding about trauma, improve relationship with the community, only serve families who need intervention, work collaboratively with partners as well as families and communities and develop awareness of the impact that DCFS has when we intervene. The long term outcomes are to engage families through a more individualized casework approach that emphasizes family involvement, increased child safety, improved permanency outcomes and timeline, improved child and family well-being and improve the array of services and supports available.
<b>Services to be contracted out with the purpose/need for the contracted services and contracting timelines</b>	Current contract for Child and Family Team Meeting (CFT) trainer expires on March 31, 2015. Along with teaching the CFT teaming process, the CFT trainer is training coaches and supporting facilitators.

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Projected Number of Children and Families to be Served	
Plan Year 1	37,000 children
Plan Year 2	36,500 children
Plan Year 3	35,900 children
Plan Year 4	35,350 children
Plan Year 5	34,900 children
Rollout/Implementation Activities and Timeframes	
Plan Year 1	Expand Coaching and the Core Practice Model to 9 regional offices
Plan Year 2	Expand Coaching and the Core Practice Model to 14 regional offices
Plan Year 3	Expand Coaching and the Core Practice Model to 19 regional offices
Plan Year 4	Continue with the provision of services
Plan Year 5	Continue with the provision of services
Evaluation	
What tool will you be utilizing to track this measure?	DCFS will use the Quality Service Review (QSR) and outcomes to track the impact of teaming. The Department will capture the case number to track the families who participate.
Will you be able to provide case level data?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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**CHILD WELFARE**

<b>OPTIONAL INTERVENTION #2</b>	
<b>INTERVENTION:</b> Enhance Prevention and Aftercare <b>Is this Intervention a System Improvement Plan (SIP) Strategy?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>The following project goal(s) will be targeted by the intervention above:</b> <input checked="" type="checkbox"/> Improve the array of services and supports available to children, youth and families involved in the child welfare and juvenile probation systems <input type="checkbox"/> Engage families through a more individualized casework approach that emphasizes family involvement <input checked="" type="checkbox"/> Increase child safety without an over-reliance on out-of-home care <input checked="" type="checkbox"/> Improve permanency outcomes and timelines <input checked="" type="checkbox"/> Improve child and family well-being <input type="checkbox"/> To decrease recidivism and delinquency for youth on probation	
<b>5 Year Plan</b>	
<b>Target Population</b>	The target population is families in Los Angeles County that are high risk of child abuse or neglect and could benefit from supportive services to strengthen their protective capacities.
<b>Geographic Area</b>	This intervention will be implemented countywide via SPA-based contracts and will also target the American Indian and Asian/Pacific Islander communities.
<b>Expected short and long term outcomes</b>	The short term outcome is to build families' strengths in the areas related to the Protective Factors: parental resilience; social connection; knowledge of parenting and child development; increase economic opportunities and concrete supports; and children's social and emotional development. The long-term outcome is to reduce the children and families that need to receive services from county child welfare services.
<b>How does this intervention align with the project goal?</b>	Prevention and Aftercare aligns with the Title IV-E California Well-being Project goals by providing alternative services in the area of prevention and family-centered practice. These services will increase safety, improve permanency outcomes and timelines, improve child and family well-being.
<b>Services to be contracted out with the purpose/need for the contracted services and contracting</b>	Prevention and Aftercare is a program of service strategies that are provided, in their entirety, by contractors and sub-contractors. The additional \$5 million in funding from Title IV-E would support this program with specific emphasis on the evidence-based practices of Supporting Father Involvement,

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timelines	Safe Care, and Parents as Teachers.
<b>Projected Number of Children and Families to be Served</b>	
Plan Year 1	200 Case Navigation + 660 with additional Title IV-E funding (six month contract year)
Plan Year 2	600 Case Navigation + 2,640 with additional Title IV-E funding (please see attached Evidence-based Practice (EBP) matrix with additional information about the three proposed practices)
Plan Year 3	600 Case Navigation + 2,640 with additional Title IV-E funding
Plan Year 4	600 Case Navigation + 2,640 with additional Title IV-E funding
Plan Year 5	600 Case Navigation + 2,640 with additional Title IV-E funding
<b>Rollout/Implementation Activities and Timeframes</b>	
Plan Year 1	During year one of the Waiver extension, DCFS will finalize the contract allocations, submit DCFS' Contract Management Services form (CMS) for Board of Supervisors' approval and implementation of the Prevention and Aftercare contracts will begin in January 2015. Implementation will be incremental since contractors will need to time to scale up to full implementation.
Plan Year 2	Continue with provision of services.
Plan Year 3	Continue with provision of services.
Plan Year 4	Continue with provision of services.
Plan Year 5	Continue with provision of services.
<b>Evaluation</b>	
What tool will you be utilizing to track this measure?	DCFS' Datamart will be used to assess outcomes. There is a potential that the Family Assessment Form (FAF) may be used by these contractors to measure changes in the areas of parental capacities/family strengths
Will you be able to provide case level data?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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**CHILD WELFARE**

<b>OPTIONAL INTERVENTION #3</b>	
<b>INTERVENTION:</b> Partnerships for Families (PFF)	
<b>Is this Intervention a System Improvement Plan (SIP) Strategy?</b>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>The following project goal (s) will be targeted by the intervention above:</b>	
<input checked="" type="checkbox"/> Improve the array of services and supports available to children, youth and families involved in the child welfare and juvenile probation systems	
<input checked="" type="checkbox"/> Engage families through a more individualized casework approach that emphasizes family involvement	
<input checked="" type="checkbox"/> Increase child safety without an over-reliance on out-of-home care	
<input type="checkbox"/> Improve permanency outcomes and timelines	
<input checked="" type="checkbox"/> Improve child and family well-being	
<input type="checkbox"/> To decrease recidivism and delinquency for youth on probation	
<b>5 Year Plan</b>	
<b>Target Population</b>	The target population is DCFS referred families that have risk factors of high to very high and a closed referral disposition of inconclusive, with an emphasis on families with children five years of age or younger. An additional target population is community referred pregnant women who have the following risk factors for child maltreatment: young age (i.e., teen mothers); domestic violence; substance abuse and mental health related issues.
<b>Geographic Area</b>	This intervention will be implemented countywide via SPA-based contracts and will also target the American Indian and Asian/Pacific Islander communities.
<b>Expected short and long term outcomes</b>	PFF is an evidence-based, short-term, family centered interventions designed to diminish factors associated with child abuse and neglect. Short term outcomes are enhanced family strengths in areas related to the Protective Factors: parental resilience; social connection; knowledge of parenting and child development; increase economic opportunities and concrete supports and children's social and emotional development. The long term outcome of PFF is the reduction of subsequent family involvement with DCFS.
<b>How does this intervention align with the project goal?</b>	Partnership for Families aligns with the Title IV-E California Well-being Project goals by providing alternative services in the area of prevention and family-centered practice. These services will increase safety, improve permanency outcomes and timelines and improve child and family well-being.

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<p>Services to be contracted out with the purpose/need for the contracted services and contracting timelines</p>	<p>This program is currently managed by First 5 LA. DCFS is scheduled to take over the management of the contract for PFF in Plan Year 2 of the Waiver extension.</p> <p>PFF is a program of service strategies that are provided by contractors and sub-contractors. PFF services are provided for six to 12 months and include the following case management services: linkage services; concrete services for basic family needs; targeted services for families with domestic violence, mental health services, substance abuse related needs and access to early care and education. Additionally, the contracted agencies shall engage in both internal and external capacity building efforts, including achieving positive family outcomes and advocacy efforts to engage informal family supports and community members in the prevention of child maltreatment.</p>
<b>Projected Number of Children and Families to be Served</b>	
Plan Year 1	This program will not be implemented in Plan Year 1
Plan Year 2	This program is currently managed by First 5 LA. The projected number of children and families is pending
Plan Year 3	This program is currently managed by First 5 LA. The projected number of children and families is pending
Plan Year 4	This program is currently managed by First 5 LA. The projected number of children and families is pending
Plan Year 5	This program is currently managed by First 5 LA. The projected number of children and families is pending
<b>Rollout/Implementation Activities and Timeframes</b>	
Plan Year 1	This program will not be implemented in Plan Year 1
Plan Year 2	DCFS will assume the PFF contract currently managed by First 5 LA in Plan Year 2. Contractor and sub-contractors are already in place for this program
Plan Year 3	Continue with the provision of services
Plan Year 4	Continue with the provision of services
Plan Year 5	Continue with the provision of services
<b>Evaluation</b>	
What tool will you be utilizing to track this measure?	DCFS' Datamart will be used to assess outcomes. There is a potential that the Family Assessment Form (FAF) may be used by these contractors to measure changes in the areas of parental capacities/family strengths.
Will you be able to provide case level	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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**INTERVENTIONS**

Using the provided Interventions template, each department is to give a detailed description of the project-wide intervention as well as up to two child welfare and up to two probation optional county specific targeted interventions.

**PROBATION**

INTERVENTION #1	
<b>WRAPAROUND</b>	
Is Wraparound a System Improvement Plan (SIP) Strategy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<p><b>The following project goals will be targeted by the intervention above:</b></p> <ul style="list-style-type: none"> <li>• Improve the array of services and supports available to children, youth and families involved in the child welfare and juvenile probation systems</li> <li>• Engage families through a more individualized casework approach that emphasizes family involvement</li> <li>• Increase child safety without an over-reliance on out-of-home care</li> <li>• Improve permanency outcomes and timelines</li> <li>• Improve child and family well-being</li> <li>• To decrease recidivism and delinquency for youth on probation</li> </ul>	
5 Year Plan	
<b>Target Population</b>	The target population is Probation youth who reside in LA County who are placed at risk of being placed in high level residential care. Specifically the youth must meet the following conditions: youth must be ward of the Court (602 WIC), at imminent risk of out of home placement, and be less than 17 years and 6 months of age. Wraparound can also be ordered by the Court.
<b>Geographic Area</b>	This will be implemented county-wide.
<b>Expected short and long term outcomes</b>	Short term outcomes include improved service coordination and increased resources and capacity for coping, planning, problem solving. Long term outcomes include improved mental health outcomes, improved school and community functioning and increased assets/protective factors.
<b>Services to be contracted out with the purpose/need for the contracted services and contracting timelines</b>	The Wraparound program service delivery is contracted out to service providers situated throughout the County's eight Service Provider Areas (SPAs) to provide support services to youth. A new Request for Proposal is currently being developed and released in the coming months to secure these contractors for the Fiscal Year 2014-15. Contracting timelines will coincide with the start of the fiscal year and subject to

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	renewal for successive fiscal years thereafter for the duration of the Title IV-E Waiver Project and extension periods unless terminated.
<b>Projected Number of Children and Families to be Served</b>	
Plan Year 1	200 - 250 families
Plan Year 2	200 - 250 families
Plan Year 3	200 - 250 families
Plan Year 4	200 - 250 families
Plan Year 5	200 - 250 families (these numbers are subject to change contingent upon the needs of our youth, families and the Department).
<b>Rollout/Implementation Activities and Timeframes</b>	
Plan Year 1	Release RFP to solicit service providers in designated SPAs; initiate development of contracts; including obtaining final contractual approval from Board of Supervisors over the next several months. In the interim, Wraparound services will continue to be provided under the existing contract. There will be no gap in services.
Plan Year 2	Contractors to hire and train staff, initial implementation of Wraparound according to scope of work, continued coordination and collaboration among Probation, Department of Children and Family Services, and Department of Mental Health (including operating and maintaining the Interagency Screening Committee).
Plan Year 3	Continued implementation and collaboration among departments.
Plan Year 4	Continued implementation and collaboration among departments.
Plan Year 5	Continued implementation and collaboration among departments.
<b>Evaluation</b>	
What tool will you be utilizing to track this measure?	DCFS, as the Wraparound lead agency, will use the Child and Adolescent Functional Assessment Scale (CAFAS) and the Child and Adolescent Needs and Strengths (CANS) tools. Probation will also use the Los Angeles Risk and Resiliency Checklist (LARRC).
Will you be able to provide case level data?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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**PROBATION**

<b>OPTIONAL INTERVENTION #2</b>	
<b>INTERVENTION:</b> Functional Family Therapy (FFT) <b>Is this Intervention a System Improvement Plan (SIP) Strategy?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>The following project goal (s) will be targeted by the intervention above:</b> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Improve the array of services and supports available to children, youth and families involved in the child welfare and juvenile probation systems</li> <li><input checked="" type="checkbox"/> Engage families through a more individualized casework approach that emphasizes family involvement</li> <li><input type="checkbox"/> Increase child safety without an over-reliance on out-of-home care</li> <li><input type="checkbox"/> Improve permanency outcomes and timelines</li> <li><input checked="" type="checkbox"/> Improve child and family well-being</li> <li><input checked="" type="checkbox"/> To decrease recidivism and delinquency for youth on probation</li> </ul>	
<b>5 Year Plan</b>	
<b>Target Population</b>	The target population is Probation youth residing in Los Angeles County returning home from suitable placement, or who are at imminent risk of out-of-home placement, and are between 13-18 years old. These are probation youth who are transitioning from residential placement to their home communities, including but not limited to those with co-occurring disorders, traumatized youth, and sex offenders. Youth enrolled directly into an alternative program upon discharge, such as Full Service Partnerships (FSP) or Wraparound would not be included in this population.
<b>Geographic Area</b>	This will be implemented countywide.
<b>Expected short and long term outcomes</b>	Expected short-term outcomes include improved mental health, improved family functioning, and reduced substance use. The long term outcomes include reduced reliance on out-of-home care, reduced delinquent behavior and reduced criminal recidivism.
<b>How does this intervention align with the project goal?</b>	This intervention aligns with the Title IV-E Waiver project goals by providing an evidence-based, short term and community-based therapy program. It engages the youth and family in recognizing negative behavior and relational patterns and providing skills training in problem solving, parenting and conflict management.
<b>Services to be contracted out with the purpose/need for the</b>	Services are delivered by two teams of in-house Deputy Probation Officers (DPOs) and two community-based contract agencies (SHIELDS for Families and Starview Community

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<b>contracted services and contracting timelines</b>	Services, Inc, which are utilized in cases where needs are not met in-house (e.g., due to staff capacity and language capabilities, etc.). Contracting timelines will coincide with the start of the fiscal year, subject to renewal for successive fiscal year periods thereafter for the duration of the Title IV-E Waiver Project and extension periods unless terminated.
<b>Projected Number of Children and Families to be Served</b>	
<b>Plan Year 1</b>	Approximately 250 youth and families
<b>Plan Year 2</b>	Approximately 250 youth and families
<b>Plan Year 3</b>	Approximately 250 youth and families
<b>Plan Year 4</b>	Approximately 250 youth and families
<b>Plan Year 5</b>	Approximately 250 youth and families (these numbers are subject to change contingent upon the needs of our youth, families and the Department).
<b>Out/Implementation Activities and Timeframes</b>	
<b>Plan Year 1</b>	Continue to implement FFT, conduct new and booster training for staff as necessary.
<b>Plan Year 2</b>	Continue to implement FFT and conduct training for replacement staff as necessary.
<b>Plan Year 3</b>	Continue to implement FFT and conduct training for replacement staff as necessary.
<b>Plan Year 4</b>	Continue to implement FFT and conduct training for replacement staff as necessary.
<b>Plan Year 5</b>	Continue to implement FFT and conduct training for replacement staff as necessary.
<b>Evaluation</b>	
<b>What tool will you be utilizing to track this measure?</b>	<p>The tools to be used include the Youth Outcome Questionnaire (parent report and youth self-report), Outcome Questionnaire, Client Services System (CSS), and the Los Angeles Risk and Resiliency Checkup (LARRC).</p> <p>Probation will evaluate the efficacy of FFT at specific intervals throughout the Waiver project period. Probation has implemented specific data management practices to measure fidelity of staff to the FFT model and the ongoing well-being of the youth and family.</p>
<b>Will you be able to provide case level data?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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**PROBATION**

<b>OPTIONAL INTERVENTION #3</b>	
<b>INTERVENTION:</b> Functional Family Probation (FFP)	
<b>Is this Intervention a System Improvement Plan (SIP) Strategy?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>The following project goal (s) will be targeted by the intervention above:</b>	
<input checked="" type="checkbox"/> Improve the array of services and supports available to children, youth and families involved in the child welfare and juvenile probation systems <input checked="" type="checkbox"/> Engage families through a more individualized casework approach that emphasizes family involvement <input type="checkbox"/> Increase child safety without an over-reliance on out-of-home care <input type="checkbox"/> Improve permanency outcomes and timelines <input checked="" type="checkbox"/> Improve child and family well-being <input checked="" type="checkbox"/> To decrease recidivism and delinquency for youth on probation	
<b>5 Year Plan</b>	
<b>Target Population</b>	The target population is Probation youth between 13-18 years old assessed as moderate to high risk.
<b>Geographic Area</b>	This will be implemented countywide.
<b>Expected short and long term outcomes</b>	The expected short term outcomes include reduced caseload sizes, improved family functioning and improved youth behavior. Long term outcomes include decreased rate of out-of-home care; reduced juvenile justice expenditures; and decreased rates of probation violations, arrests and felony recidivism.
<b>How does this intervention align with the project goal?</b>	These outcomes align with the Title IV-E Waiver project goals by utilizing a family-focused case management approach, working within the family as a platform to better manage crises and refer youth to programs that will match their particular risks and needs, and offering strength-based supervision that is heavily informed by evidence-based research of "what works" in reducing recidivism.
<b>Services to be contracted out with the purpose/need for the contracted services and contracting timelines</b>	Services are provided by in-house Deputy Probation Officers (DPOs) and will not be contracted out.
<b>Projected Number of Children and Families to be Served</b>	
<b>Plan Year 1</b>	Approximately 450 youth and families
<b>Plan Year 2</b>	Approximately 450 youth and families

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Plan Year 3	Approximately 450 youth and families
Plan Year 4	Approximately 450 youth and families
Plan Year 5	Approximately 450 youth and families (this capacity is contingent upon the needs of our youth, families and the Department)
<b>Rollout/Implementation Activities and Timeframes</b>	
Plan Year 1	Hire replacement staff for 2 supervisory positions, conduct replacement staff training, conduct CSS training for DPOs.
Plan Year 2	Continue to implement FFP and conduct training for replacement staff as necessary.
Plan Year 3	Continue to implement FFP and conduct training for replacement staff as necessary.
Plan Year 4	Continue to implement FFP and conduct training for replacement staff as necessary.
Plan Year 5	Continue to implement FFP and conduct training for replacement staff as necessary.
<b>Evaluation</b>	
What tool will you be utilizing to track this measure?	<p>The Department will utilize the Los Angeles Risk and Resiliency Checklist (LARRC).</p> <p>Probation will evaluate the efficacy of FFP at specific intervals throughout the Waiver project-period. Probation has implemented specific data management practices to measure fidelity of staff to the FFP model and the ongoing well-being of the youth and family.</p>
Will you be able to provide case level data?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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### **PLANNING PROCESS AND COMMUNITY SUPPORT**

Describe how the C-CFSR process was utilized to inform the county project plan. Describe the county's engagement with key partners and stakeholders around project planning and how the county will engage community partners and stakeholders throughout the project period.

DCFS developed local advisory groups that serve as community based advisory councils/committees. The DCFS' Regional Administrators who manage DCFS' 19 offices, and a myriad of Deputy Directors and Division Chiefs with centralized responsibility, have been using these existing local advisory councils/committees to engage community stakeholders in a discussion around the strategies that would best help the County achieve the desired outcomes for children and families. In addition to the local advisory groups, DCFS and Probation hold an annual System Improvement Plan (SIP) meeting, which includes staff from both Departments, community stakeholders and community providers.

In June 2013, the Los Angeles County Board of Supervisors approved the creation of a Blue Ribbon Commission (Commission) to serve as an independent review body that assessed the obstacles impacting child welfare practice in Los Angeles County. As part of its review, the Commission conducted 15 public hearings, interviewed more than 300 stakeholders across all program areas related to child-safety, examined 28 child fatality cases, and researched promising practices across the country. The Commission also heard from County leaders describing ideas and efforts to improve the current system.

DCFS operationalized the desired outcomes from the key three critical outcome areas; improved safety, increased timelines to permanency and improved well-being, and cross-walked them against the Waiver terms and conditions. It is the County's plan to continue our local advisory councils/committees and workgroups as a means of ensuring ongoing oversight and feedback as we enter the Waiver process. It was and remains the County's intention to conduct our planning from the local level up and these forums will help to ensure community participation as we evaluate our progress and make adjustments to our plan as needed.

### **SYSTEM CAPACITY DEVELOPMENT**

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Describe Child Welfare and Probation's organizational changes (i.e. Contracts, Budgets, BOS Support) that may need to occur for implementation and information technology needs.

The County does not currently anticipate any organizational changes that will be required to be made in order to successfully implement the demonstration project. Both the Department of Children and Family Services and Probation Department have undergone reorganizations within the past two years in order to position themselves to make the systemic reforms necessary as part of this project. However, as the project is implemented, if organizational changes are necessary, the County is committed to make necessary changes and adjustments to ensure the success of this project. In support of the IV-E Waiver, we anticipate technology solutions in the following areas:

1. Baselines - Establish baseline data and measurement framework for utilization in tracking outcome measurements for program effectiveness.
2. Progress Management – Track the progress of the IV-E Waiver programs through meaningful data reports that will provide monitoring tools for measuring a program's effectiveness and outcomes.
3. Fiscal Management – Track financial IV-E Waiver allocation and costs to ensure cost effectiveness methodologies are applied to programs.
4. Performance/Services Management – Referral and tracking of services provided to families and children to identify qualitative and quantitative benefits as they relate to outcomes.

The County is positioned to respond to future IV-E Waiver programs and system improvements for DCFS and Probation, as well as its stakeholders. The County will work closely with State and Federal approval agencies on development of IT resources and systems in support of programs for improved safety, increased timelines to permanency and increased child well-being. The successes of strength-based, family-focused strategies and improvements will in part, be supported through technology solutions that will automate cumbersome business processes, track data and provide qualitative and quantitative data for ongoing monitoring and outcome measurement of new service programs. In order to serve imminent business needs/changes, Los Angeles County may allocate the IV-E Waiver funds to fulfill technology needs and submit an information only Advance Planning Document (APD) to the State.

DCFS continues to be fully committed to use all functions and data provided by the Statewide Child Welfare Services Case Management System (CWS/CMS). By assuring data is entered into the CWS/CMS case record and utilizing our local

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CWS/CMS Datamart to eliminate any duplication of data entry of case information, we are able to build upon the information to develop those applications in support of IV-E Waiver business process automation (e.g., prevention, community involvement, family support tracking) not within the scope of SACWIS or CWS/CMS.

**BUDGET**

Each department will prepare a five-year budget for the Project, using the provided worksheet.

**PROJECT PHASE DOWN**

Describe how the county will ensure that children, youth and families will not be harmed when the project ends in five years or in the event that the county "opts out" of the Project before the end of the five years.

By meeting the goals of the project, the County will demonstrate that the provisions of a fuller array of services and programs that invests significant funds in prevention and aftercare services fundamentally change the use of foster care from a long-term strategy to a short-term intensive approach. This change of approach will result in improved safety, permanency and well-being for children and families.

At the end of the demonstration project, the County recognizes that there will be a need for continued use of financial flexibility to make strategic investments in ongoing structural and programmatic reforms to serve children and families in a cost neutral manner. The need for continued efforts in prevention and aftercare will be necessary to maintain safety, permanency, and well-being for children and families. During the third year of the project, the County proposes to work with the State and Federal Governments to design a transition plan to make the demonstration a permanent allocation plan and methodology.

In the event that the County's demonstration project is not successful and the County chooses to opt out, the County will ensure that the transition for children and families from the waiver to a traditional IV-E model will be as seamless as possible. To ensure that the transition process will not impact the quality of services provided to children and families, the County will:

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- Maintain eligibility determination for children in foster care so that the claim status of each child is known;
- Continue to track programmatic elements and administrative claims; and,
- Ensure the availability of programs for children and families and that systems are in place to allow for efficient transition.

The County realizes that the timeframe for an efficient transition will be between six months and one year.

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**Title IV-E Well-Being Demonstration Project Budget for County Plan**  
**Directions**

**Project Bases:** Update cells with blue for your projected bases for both your federal dollars and the match funds. Even though the terms and conditions have not been signed, use the bases provided to fill in the spreadsheet. The nonfederal match has not been finalized, but you can use your current state FY spending levels for both federally and nonfederally eligible cases.

**Planned Expenditures:** Update cells with blue font with your projected costs reflective of business as usual (costs for interventions will be displayed separately). The expenditures should include both the federal and match.

**Surplus/Deficit:** These cells will automatically populate based on your projected bases and planned expenditures. The savings will be displayed as a negative number. The annual surplus/deficit is the amount of savings/overspending for each year of the project separately displayed. The cumulative surplus/deficit is reflective of the current period savings/deficit plus any prior savings/deficits. The net savings/deficit is reflective of the cumulative savings/deficit less the amount spent on prior year intervention costs.

**Interventions:** List the interventions your county plans to participate in and the corresponding funding (federal and match).

**Cumulative Available Reinvestment Funds:** This reflects the net impact at the end of each year, of how much savings/deficit each department has after accounting for interventions spent in that year.

**Comments:** Update the comments specific to your department's phase of implementing the intervention(s).

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 Child Welfare

	SFY 2014-15 (9 months)	SFY 2015-16	SFY 2016-17	SFY 2017-18	SFY 2018-19	SFY 2019-20 (3 months)
<b>Project Bases</b>						
Title IV-E Foster Care Federal Assistance	\$117,165,709	\$161,276,981	\$165,753,261	\$170,634,525	\$176,100,749	\$44,386,185
Title IV-E Foster Care Federal Administration	\$143,306,809	\$197,399,016	\$203,278,814	\$209,092,266	\$216,262,719	\$54,627,914
Foster Care Nonfederal Assistance	\$140,088,964	\$184,770,036	\$183,397,518	\$181,148,631	\$179,460,405	\$44,865,101
Foster Care Nonfederal Administration	\$255,407,045	\$351,149,981	\$351,095,967	\$351,007,464	\$350,941,026	\$87,735,257
Sub Total	\$655,968,527	\$894,596,015	\$903,525,559	\$911,882,886	\$922,764,899	\$231,614,457
<b>Planned Expenditures</b>						
Title IV-E Foster Care Federal Assistance	\$117,165,709	\$161,276,981	\$165,753,261	\$170,634,525	\$176,100,749	\$44,386,185
Title IV-E Foster Care Federal Administration	\$143,306,809	\$197,399,016	\$203,278,814	\$209,092,266	\$216,262,719	\$54,627,914
Foster Care Nonfederal Assistance	\$140,088,964	\$184,770,036	\$183,397,518	\$181,148,631	\$179,460,405	\$44,865,101
Foster Care Nonfederal Administration	\$240,320,045	\$321,049,981	\$316,157,967	\$308,007,464	\$307,941,026	\$76,985,257
Total Welfare Department	\$640,881,527	\$864,496,015	\$868,587,559	\$868,882,886	\$879,764,899	\$220,864,457
<b>Surplus/Deficit</b>						
Annual Surplus/Deficit	(\$15,087,000)	(\$30,100,000)	(\$34,938,000)	(\$43,000,000)	(\$43,000,000)	(\$10,750,000)
Cumulative Surplus/Deficit	(\$15,087,000)	(\$45,187,000)	(\$80,125,000)	(\$123,125,000)	(\$166,125,000)	(\$176,875,000)
Net Surplus/Deficit	(\$15,087,000)	(\$30,100,000)	(\$34,938,000)	(\$43,000,000)	(\$43,000,000)	(\$10,750,000)
<b>Interventions</b>						
Safety Organized Practice/Core Practice Model	\$4,837,000	\$12,900,000	\$17,738,000	\$25,800,000	\$25,800,000	\$6,450,000
Prevention and Aftercare	\$4,950,000	\$6,600,000	\$6,600,000	\$6,600,000	\$6,600,000	\$1,650,000
Partnership for Families	\$5,300,000	\$10,600,000	\$10,600,000	\$10,600,000	\$10,600,000	\$2,650,000
Total Intervention Investment Expenditures	\$15,087,000	\$30,100,000	\$34,938,000	\$43,000,000	\$43,000,000	\$10,750,000
<b>Cumulative Available Reinvestment Funds</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Enter County Name Here: Los Angeles



**MEMORANDUM OF UNDERSTANDING**

between

**CALIFORNIA DEPARTMENT OF SOCIAL SERVICES**

and

**COUNTY OF LOS ANGELES DEPARTMENT of CHILDREN & FAMILY SERVICES and PROBATION  
DEPARTMENT**

This Memorandum of Understanding (MOU) is entered into by and between the California Department of Social Services (CDSS), hereinafter referred to as the State, and the County of, hereinafter referred to as the County, for the purpose of implementing the Title IV-E California Well-Being Project, herein after referred to as the Demonstration. For the purposes of this Demonstration, the County refers to both the County Child Welfare Department and Probation Placement Agency.

**BACKGROUND**

On March 31, 2006, the State received approval for the California Title IV-E Child Welfare Waiver Demonstration Project from the federal Department of Health and Human Services (DHHS). On September \_\_\_\_\_, 2014, the State received approval from the DHHS to extend the Demonstration for an additional five years. In addition, the State will operate a State Demonstration Project pursuant to Welfare and Institutions Code, Section 18200 et. seq. for the County Demonstration. Under the extension, the State is emphasizing child and family well-being. The extension will continue using a capped allocation of federal Title IV-E funds, which are used to provide direct, individualized services to children and families without regard to their federal eligibility or placement. The Demonstration will focus on prevention and family-centered practice. Implementation of this flexible funding strategy will support practice, programs, and system improvements that may result in better outcomes for children, youth and families, in-part by improving the array of services and supports available to children, youth and families involved in the child welfare and juvenile probation systems; engaging families through a more individualized casework approach that emphasizes family involvement; increasing child and youth safety without an over-reliance on out-of-home care; improving permanency outcomes and timelines; improving child, youth and family well-being; and decreasing recidivism and delinquency for youth on probation.

**A. PURPOSE**

The purpose of this Agreement is to:

1. Authorize the County, pursuant to the Title IV-E Child Welfare Waiver Demonstration Project, to participate in a five-year waiver Demonstration Project.
2. Allow the County to expend federal foster care funds for children and families who are not normally eligible for Title IV-E, and to allow the County to make payments for services under the Project that are not normally covered under Part E of Title IV of the Social Security Act.
3. Specify the roles and responsibilities of all parties.
4. Specify the mechanisms/procedures to be used for claiming, collecting, reporting, and tracking data on children and families served in the Demonstration.

**B. TERM**

The term of this Agreement shall be from October 1, 2014 through September 30, 2019, unless an extension is granted by the federal DHHS. Such an extension will be deemed to be incorporated in this agreement unless otherwise specified by the parties in writing.

**C. COUNTY RESPONSIBILITIES**

The County:

1. Shall comply with all requirements pertaining to the Demonstration, as described in the federal Waiver Terms and Conditions (T&C), which is incorporated herein by this reference and made a part hereof as set forth in full.
2. Shall ensure compliance with civil rights statutes and regulations of the State or Federal government that prohibit discrimination on the basis of race, color, national origin, disability, sex, age, or religion.
3. Shall comply with state and federal law, including statutes, codes, and regulations applicable to the performance of this Agreement.
4. Shall execute the attached MOU between County Child Welfare Department and the Probation Department to reflect the mutual participation between Child Welfare and Probation in the Demonstration. This MOU will specify the methodology used to allocate the Title IV-E funding available to the Probation Department under the Demonstration budget. The MOU will address the base funding; the percentage of growth Probation will receive and calculation methodology for cost savings if any are realized. A copy of this executed MOU must be attached to the executed State/County MOU.
5. Shall implement a Demonstration as specified in the County Five Year Plan for the Demonstration (Plan) that has been submitted to, and approved by, the State. The approved County plan is incorporated herein by this reference and made a part hereof as set forth in full. The plan should seek to build upon current systemic child welfare and probation reforms and interventions focused on prevention and family-centered practice to improve outcomes for child welfare and probation-involved children and youth. The Child Welfare Department will implement Safety Organized Practice (SOP) / Core Practice Model to support the development of a statewide core practice model to further enhance social work practice. The Probation Department will provide Wraparound services to youth exhibiting delinquency risk factors that put them at risk of being removed from their homes and placed in foster care.
6. Shall ensure that all applicable provisions of the Social Security Act apply to all components of the Demonstration except those provisions that are explicitly waived in the federal Terms and Conditions.
7. Shall comply with the CDSS Manual of Policy and Procedures (MPP), Division 31 Regulations, as applicable, unless specifically waived by formal order of the Director pursuant to Section 18204 of the Welfare and Institutions Code.
8. Shall comply with the Child Welfare System Improvement and Accountability Act of 2001 (Welfare and Institutions Code Section 10601.2), and any other applicable child welfare services requirement(s) as mandated by state statute or regulation(s), unless specifically waived by formal order of the Director pursuant to Section 18204 of the Welfare and Institutions Code.

9. Shall implement a Demonstration in a manner that will ensure that any services being provided to a child or family member at the time of the Demonstration ends will be completed and/or that the case plan for children and their families are adjusted if necessary for the post-demonstration period.
10. Shall ensure the rights of children and their families are protected, and the safety of children is the paramount concern of the Demonstration.
11. Shall ensure that Title IV-E eligibility determinations (annual or as appropriate) are made for children (as required under current AFDC-FC eligibility requirements) involved in the Demonstration, throughout the life of the Demonstration, to ensure that eligible children retain their Title IV-E eligibility after the Project ends.
12. Shall determine Title IV-E eligibility for children and families using existing criteria, as specified, in the CDSS MPP, Eligibility and Assistance Standards Sections 45-200 et. seq., 45-201 et. seq., 45-202 et. seq., 45-203 et. seq., and 45-300 et. seq., and shall maintain the documentation necessary to the eligibility determination, unless specifically waived by formal order of the Director pursuant to Section 18204 of the Welfare and Institutions Code.
13. Agrees to develop and maintain adequate administrative support structures for implementation and ongoing maintenance of the Demonstration.
14. Agrees to submit the quarterly fiscal workbook, semi-annual and annual progress reports to the County Demonstration Plan and budget as required by the State and federal Demonstration requirements and as set forth in the attached MOU between County Child Welfare Department and the Probation Department. For the purposes of State and federal reports, the County will use data available from the Statewide Automated Child Welfare Information System (SACWIS) database.
15. Agrees to send the appropriate county officials to attend Demonstration meetings in the Sacramento area annually, as determined by the State.
16. Shall ensure that foster children who are eligible for the Medi-Cal program will retain their eligibility for a full range of Medi-Cal services under the Demonstration. If needed, an individual child's Title IV-E eligibility may continue throughout the Demonstration to ensure continuing eligibility for Medi-Cal.
17. Shall cooperate and participate in program and fiscal reviews conducted by State and Federal entities.
18. Agrees to cooperate and participate in the State evaluation, including working with the evaluation contractor. The evaluation contractor is hereby deemed to be an independent third-party contractor whose performance is authorized by the State to provide services as prescribed herein, and in accordance with the federal Waiver T&C.
19. Agrees to submit progress/activity reports, and other reports, as required by the Demonstration evaluation contractor.
20. Agrees to maintain all documentation necessary to support costs of service delivery, to track all expenditures in the Demonstration, and to report the same to the State in a manner determined upon by the State and evaluation contractor.
21. Agrees to allow the State and evaluation contractor access, in accordance with federal and State laws and policies, to confidential case records, statistics, and other confidential documents for

review, as required by the State, to carry out its responsibilities for the evaluation.

22. Agrees to assist the evaluation contractor in establishing feasible data collection and storage strategies for data collected for the Demonstration pertaining to, but not limited to, costs and expenditures, services, Demonstration implementation, and outcomes. Adequate security measures shall be employed by the County to prevent the unlawful disclosure or loss of personal, confidential, or sensitive information of the recipient or applicant of public social services or their families.
23. Agrees to appoint a liaison from both the Child Welfare Department and Probation Placement Agency who will serve as a coordinator with the evaluation contractor and assist in the gathering and reporting of child level data and fiscal information.
24. Agrees to cooperate with the evaluation contractor, in accordance with federal and State laws and policies, to ensure sufficient access to county child welfare and probation staff, personnel from collaborating organizations, and the service delivery-related data needed to support the process, outcomes, and cost study components of the Demonstration.
25. Agrees to meet with the State and evaluation contractor of the Demonstration on a quarterly basis, or as needed.
26. Agrees to provide timely feedback on draft reports prepared by the evaluation contractor.

#### **D. STATE RESPONSIBILITIES**

The State:

1. Will, at the request of the County, consider a State waiver of specific statutes and regulations under the State Demonstration authority as specified in Section 18204 of the Welfare and Institutions Code. In addition, technical assistance will be provided to the County to identify opportunities within existing law and regulation that can be used to implement the County Five Year Plan and, where appropriate and feasible, pursue other waiver authority to remove barriers to implementation of the Demonstration.
2. Will issue program and fiscal guidelines and procedures required to implement and oversee the Demonstration.
3. Will issue, in coordination with the participating counties, a claiming mechanism for all Demonstration administrative and maintenance costs that will meet all federal and state requirements for claiming and reporting quarterly Demonstration costs and semi-annual Demonstration evaluation requirements.
4. Will reimburse, in accordance with current practice, claims for all eligible Demonstration expenditures submitted by the County.
5. Will issue, in coordination with the participating counties, a claiming mechanism to allow the County to be reimbursed for a specified portion of evaluation activities associated with participation in the Demonstration to ensure that these costs are not claimed against the capped allocation.
6. Shall provide administrative and program technical assistance and oversight of county operations with respect to the Demonstration, as required or as needed, per Welfare and Institutions Code Section 16500 et. seq.

7. Will obtain an evaluation contractor; provide funding for; and oversee the evaluation of the Demonstration.
8. Will coordinate and facilitate all Demonstration meetings specified in this Agreement and as otherwise requested by the State.

**E. JOINT RESPONSIBILITIES**

1. Each party agrees to establish mutually satisfactory methods for the exchange of information, as may be necessary, in order that each party may perform its duties, functions, and appropriate procedures under this Agreement.
2. Each party agrees to attend quarterly, or as determined by the State, Demonstration meetings. All meetings will be arranged by the State in a mutually agreed upon location available for all parties.
3. Both parties shall comply with provisions of the Welfare and Institutions Code Section 10850 and Sections 827, 827.1, and 830 to ensure that all information concerning children, youth and families in the Demonstration will be kept confidential in accordance with federal and State laws and policies. Both parties agree to provide for the privacy and security of the data and information (personal, confidential, and or sensitive) as required by State and federal law.
4. Both parties shall comply with the Breaches and Security Incidents Requirements as described in Attachment 3 when public social services client or applicant information under the protection of federal and California state law is breached during the performance of this agreement.

**F. GENERAL FISCAL PROVISIONS**

1. Funding for the Demonstration consists of a capped allocation of federal Title IV-E funds. The county share/contribution is based on the amounts needed to match federal Title IV-E funds used in the Demonstration, and to ensure that the savings requirements as specified G.3 and J.1 are met.
2. The maximum amount payable shall not exceed the amount allocated, as set forth in Section G, paragraph 1 above, to the County in accordance with an annual allocation letter issued by CDSS. The County shall be notified of the allocation amount prior to the implementation date of the Demonstration and annually thereafter.
3. Pursuant to the federal Waiver T&C, federal and county funds currently expended to support child welfare services and foster care programs must remain in the Child Welfare Services/Foster Care (CWS/FC) programs. Therefore, any savings realized as a result of the Demonstration must be reallocated into the provision of child welfare services. The County will be allowed to carry over its unexpended federal funds allocated from each year of the Demonstration to the next year of the Demonstration, up to the termination date of the Demonstration as specified in the final federal Waiver T&C.

**G. FEDERAL FISCAL PROVISIONS**

1. Both the State and County understand that the Title IV-E used in this Demonstration is a capped allocation that is a combination of administrative and maintenance (assistance) expenditures. The federal base amount for the capped allocation is the average of federally eligible expenditures from federal fiscal years 2008 through 2012. Administrative costs associated with

state level administrative costs, and county level costs for training, licensing, adoptions, and the SACWIS are excluded from the calculation of the base amount and will be claimed outside of the Demonstration. Costs associated with serving foster care children ages 18-21 will also be reflected for claiming outside of the Demonstration.

2. Evaluation costs are expenses incurred by the County that are directly related to the evaluation process. Evaluation costs are excluded from the federal allocation for the Demonstration. These costs will be claimed to a specific program code and be reimbursed without being subject to a non-Title IV-E discount, as specified in the final federal terms and conditions. Instructions for claiming, including identification of the appropriate program code and sharing ratios, will be provided in a letter from the CDSS to participating counties.
3. An annual increase for maintenance costs is based on the CNI as stated in the final federal Waiver T&C. The annual increase for administrative costs is based on the federal Waiver T&C. The annual increase will be applied based on federal fiscal year as determined in the federal Waiver T&C.
4. The County may receive quarterly payments in accordance with an annual schedule of quarterly Title IV-E payments, the sum of which shall not exceed the total cumulative payments under the demonstration, and the quarterly statement of need prepared by CDSS as part of the federal CB 496.
5. Any federal disallowance or penalty resulting from a federal determination of non-compliance with federal or state law, regulation, or guideline in the administration of the IV-E program including the Demonstration, shall be paid in accordance with Government Code section 30026.5(e)(3).

#### **H. STATE FISCAL PROVISIONS**

1. There are no state general fund monies included in the capped allocation for foster care assistance, unless otherwise appropriated.
2. There are no state general fund monies included in the capped allocation for the CWS/FC administration, unless otherwise appropriated.
3. Evaluation costs are expenses incurred by the County that are directly related to the evaluation process. These costs will be claimed to a specific program code. Instructions for claiming, including identification of the appropriate program code and sharing ratios, will be provided in a letter from the CDSS to participating counties.
4. The state will maintain all current provisions and procedures currently used to provide Local Revenue funds to the county for the 1991 Realignment and the 2011 Realignment during the period of this Demonstration, subject to any changes caused by state law.
5. The Demonstration shall be cost neutral to the State and state general fund participation is limited to those specific funds authorized for the Demonstration in the state budget act.
6. New Title IV-E eligible services codes associated with the Demonstration will be included in the Demonstration claiming mechanism to allow counties to report Demonstration related costs at the intervention level for both Child Welfare and Probation Placement cases.
7. The State acknowledges that over the five year term of the Demonstration, there may be federal or state policy changes that significantly affect either costs for services or revenues available for services provided under the Demonstration. In the event costs are affected, the State will work with the counties participating in the Demonstration to analyze cost impacts and shall seek to

negotiate federal adjustments to the capped allocation to reflect unavoidable changes in cost. In the event additional revenues are made available for the type of services provided by the counties under the Demonstration, the State will implement procedures to allow counties to access this revenue.

**I. COUNTY FISCAL PROVISIONS**

1. Ensure that any savings resulting from the demonstration, whether they are savings to the Federal government, to the State, or to a county or to another jurisdiction within the State, will be used for the further provision of child welfare services for child welfare and probation supervised children. For the purposes of this provision, savings means any amount that would have been expended for conventional title IV-E purposes in the absence of this demonstration, or that could have been expended under title IV-B of the Act.
2. The County will follow all claiming and reporting requirements, unless otherwise directed.
3. The County agrees to a fiscal review and reconciliation upon termination of the Demonstration, either at the end of the five year term of the Demonstration plus any extension or earlier if the County elects to opt-out of the agreement early. The reconciliation shall determine whether the County's claims are in agreement with cumulative five year (plus extension) total of federal funds. If the County has terminated its participation in the Demonstration early, the reconciliation shall determine whether the County's total claims for the duration of its participation are in agreement with the authorized amount of the capped allocation and/or any amounts advanced. If the County terminates its participation in the Demonstration in a partial year, the reconciliation will include the pro-rata share of the capped allocation for that year based on an equal quarterly amount of the annual allocation regardless of fixed schedule of payments. The County may appeal the reconciliation figure determined by the State using the procedures outlined in MPP, Section 25-250.4.
4. County expenditures made under the Demonstration shall conform to the federal Waiver T&C, and any applicable federal and State laws and regulations governing the use of federal funds that are not specifically waived. The County shall reimburse to the State, the federal share of those funds that are not expended in this manner. In no event shall the State assume financial liability for an obligation to repay federal funds caused solely by the County.
5. The County may file with the State a written appeal with respect to any funds that are subject to reimbursement to the State under Section J, paragraph 4, above. The appeal procedures set forth in MPP, Section 25-250.4, shall apply.
6. This MOU shall not affect county repayment obligations that arose due to events that occurred before the start of the Demonstration, nor shall it affect repayment obligations associated with funds paid for costs that are excluded from the Demonstration, including those for training, licensing, SACWIS, or AAP.

**J. OPT-OUT PROVISIONS**

The County may elect to terminate its participation in the Demonstration subject to the following provisions:

1. The County must consult with the State prior to exercising the opt-out election to terminate its participation in the Demonstration and must provide written notification to the State of the County's election to opt-out.

2. The State must be in receipt of the written notification of the County opt-out election 60 calendar days prior to the first day of the quarter in which the County intends to terminate its participation in the Demonstration.

The County:

- a. Must be able to implement the phase-down strategy, as specified in the County Five Year Plan, to ensure that case plans for children and their families are adjusted, if necessary, for the post-demonstration period.
  - b. Agrees that if the County opts-out prior to the end of the Demonstration, the County will submit to a fiscal review and reconciliation, as set forth in Section J, paragraph 3, above by the State as a result of the opt-out election and notification.
  - c. Agrees that if the County opts-out prior to the end of the Demonstration, the County will reconcile with the State any Title IV-E Funds or State General Funds due as a result of the opt-out election and notification, as set forth in Section J, paragraph 3, above.
3. The State will acknowledge in writing receipt of the County written notification of the County opt-out election. This acknowledgement will confirm the effective quarter the County will terminate participation in the Demonstration.

The State:

- a. Will complete a fiscal review and reconciliation of the County's expenditures and claiming as a result of the County opt-out election.
  - b. Will provide written notification to the County of the fiscal review findings as a result of the County opt-out election.
  - c. Will notify the County in writing if there are any Title IV-E Funds or State General Funds due as a result of the County opt-out election.
  - d. Will provide written instructions regarding how to claim expenditures after the County has withdrawn from the Demonstration as a result of the County opt-out election.
4. The State, upon receipt of the written notification of the County opt-out election, will monitor the implementation of the phase-down strategy, as specified in the County Five Year Plan, to ensure case plans for children and their families are adjusted, if necessary, for the post-demonstration period.

#### **K. GENERAL PROVISIONS**

1. This Agreement is valid and enforceable only if funds are made available by the federal government for the FFY's included in the Agreement for the purpose of this Demonstration.
2. This Agreement may be amended by written agreement of both parties. No alteration of the terms herein shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on either party.
3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the State Legislature that may affect the provisions, terms, or funding of the Demonstration. This Agreement shall be modified as necessary due to changes in State or federal law or litigation that impact its provisions.

4. If any deficiencies or serious problems in implementation of this Agreement are noted by the State, or if modification is needed due to changes in State or federal law, the State will reassess the overall Demonstration and develop a mutually agreed-upon strategy for dealing with the Demonstration in this context. If such a mutually agreed-upon strategy cannot be developed, the State reserves the right, in its sole discretion, to withdraw from the demonstration as the State determines. The State's withdrawal under such circumstances shall be deemed "for cause", and time spent in negotiation of a strategy shall be counted as part of the 60 calendar day notice period, as set forth in Section L, paragraph 5 below.
5. This Agreement may be terminated by the State upon 60-calendar day written notice. The State reserves the right to terminate this Agreement "for cause". "For cause" shall include, but is not limited to: 1) the State Legislature terminating the Demonstration during the five year period; 2) the notification of federal withdrawal from the Demonstration; 3) the cessation of services; 4) the services not meeting federal or State mandates; 5) a finding that children and youth served under the demonstration are not adequately protected from abuse or neglect as a result of the implementation of the Demonstration; or 6) noncompliance by either Department with the attached MOU between County Child Welfare Department and the Probation Department that materially impairs the county's ability to perform its responsibilities under this MOU with the California Department of Social Services; or 7) other violations of the terms of this agreement.

CALIFORNIA DEPARTMENT OF  
SOCIAL SERVICES

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Will Lightbourne, Director  
California Department of Social Services

By \_\_\_\_\_  
Chair, County Board of Supervisors

By \_\_\_\_\_  
Director, Child Welfare Department

By \_\_\_\_\_  
Chief Probation Officer, Probation Agency

**Amended in July 2014 to permit California to extend its Waiver Demonstration for five additional years (20 quarters) beginning on October 1, 2014 and ending September 30, 2019. These amended Terms and Conditions replace in their entirety California's Waiver Terms and Conditions approved on March 31, 2006.**

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES  
ADMINISTRATION ON CHILDREN, YOUTH AND FAMILIES  
CHILDREN'S BUREAU

WAIVER AUTHORITY

STATE: CALIFORNIA

Waivers of the following provisions of the Social Security Act and Program Regulations are provided to the State to operate a child welfare demonstration project:

Section 472 (a): Expanded Eligibility: To allow the State to expend title IV-E funds for children and families who are not normally eligible under Part E of title IV of the Act as described in the Terms and Conditions.

Section 474(a)(1): Expanded Claiming: To allow the State to claim at the Federal medical assistance percentage any allowable expenditures of foster care maintenance payment cost savings.

Section 474(a)(3)(E) and 45 CFR 1356.60(c)(3): Expanded Services: To allow the State to make payments for services that will be provided that are not normally covered under Part E of title IV of the Act; and to allow the State to use title IV-E funds for these costs and services as described in the Terms and Conditions, Section 2.0.

All waivers are granted only to the extent necessary to accomplish the project as described in these Terms and Conditions.

DEMONSTRATION PROJECT TERMS AND CONDITIONS

CALIFORNIA

SECTION 1: GENERAL

- 1.0 The Department of Health and Human Services (hereinafter referred to as “the Department”) will grant waivers to the State of **California** (hereinafter referred to as “the State”) under Section 1130 of the Social Security Act (hereinafter referred to as “the Act”) to operate a demonstration project (hereinafter referred to as “the demonstration”) as set forth in these Demonstration Project Terms and Conditions. The Department reserves the right, in its sole discretion, to withdraw approval of this demonstration project, including withdrawal of any and all waivers granted by the Department at such time(s) that the Department determines that the State has materially failed to meet the requirements as set forth in these Demonstration Project Terms and Conditions. The State also retains the right to terminate the demonstration.
- 1.1 Failure to operate the demonstration as approved and according to Federal and State statutes and regulations will result in withdrawal of approval of this demonstration project. The Federal statutes and regulations with which the State must comply in the operation of the demonstration include civil rights statutes and regulations that prohibit discrimination on the basis of race, color, national origin, disability, sex, age, and religion, including title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, title II of the Americans with Disabilities Act, the nondiscrimination provisions of the Omnibus Budget Reconciliation Act of 1981, and the Multiethnic Placement Act as amended. After the demonstration is approved, the Department reserves the right to withdraw approval if agreement cannot be reached on any item(s) cited in this document as needing approval by the Department. The State also has the same right.
- 1.2 If Federal or State statutes or regulations that would have a major effect on the design and impacts of this demonstration are enacted, or if any deficiencies or serious problems in implementation of these Terms and Conditions are noted by the Department, the Department and the State will reassess the overall demonstration and develop a mutually agreed-upon strategy for dealing with the demonstration in the context of such changes. If such a mutually agreed-upon strategy cannot be developed, the Department reserves the right, in its sole discretion, to withdraw approval at such time(s) as the Department determines.
- 1.3 All provisions of the Act not waived remain in effect.
- 1.4 **The demonstration’s provisions were initially implemented on July 1, 2007 with a project period not to exceed five years under the waiver provisions of the Act, unless in the judgment of the Secretary the demonstration should be allowed to continue. To allow the Secretary to make that determination, the demonstration was extended until September 30, 2014. The Secretary has determined that the demonstration**

**should be allowed to continue and has approved a further five-year extension beginning on October 1, 2014 and ending September 30, 2019.** For cost-neutrality purposes, the demonstration shall be deemed to begin on the first day of the calendar quarter (hereinafter "quarter"), which includes the implementation date. For States electing to receive a capped allocation as the method for ensuring cost neutrality, the implementation date must occur within the first month of the quarter. The demonstration shall end no later than the last day of the **20<sup>th</sup> quarter ending after the demonstrations deemed beginning date or September 30, 2019, whichever is earlier.** The demonstration provisions shall be as specified in Sections 2 and 3. Waivers necessary for the demonstration are approved upon acceptance by the Department and the State of these Demonstration Project Terms and Conditions. They will become effective as of the implementation date and will remain in effect until **the last day of the 20<sup>th</sup> quarter ending after the demonstration's deemed beginning date or September 30, 2019, whichever is earlier,** unless the demonstration is terminated earlier. The State's project demonstration period may not exceed a maximum of five total years under the provisions of the Act.

- 1.5 Federal approval of these Demonstration Project Terms and Conditions shall not be construed to establish any precedent that the Department will follow in the approval of any subsequent request for Terms and Conditions.
- 1.6 Nothing in these Terms and Conditions shall create eligibility for any child or family for any Federal program or entitlement for which that child or family would not otherwise be entitled, except that title IV-E funds may be expended, according to the provisions of these Terms and Conditions, for persons who would not be eligible for title IV-E funds in the absence of the demonstration. Receipt of services otherwise reimbursable under title XIX but provided under these Terms and Conditions for children and families who are not eligible under title IV-E does not establish eligibility for Medicaid. Children under this demonstration who are determined to be eligible under title IV-E will retain that eligibility through the duration of the demonstration project, so that such children will remain eligible for Medicaid, title IV-E Adoption Assistance, title IV-E Foster Care, and title IV-E Guardianship Assistance Program, if applicable.

## SECTION 2: IMPLEMENTATION

2.0 Under these Terms and Conditions, the State is authorized to implement a demonstration that seeks to **build upon current systemic child welfare reforms and interventions focused on prevention and family-centered practice to improve outcomes for child welfare and probation-involved children and youth. The State's demonstration will focus on accomplishing** the following goal(s):

- **Improve the array of services and supports available to children, youth and families involved in the child welfare and juvenile probation systems;**
- **Engage families through a more individualized casework approach that emphasizes family involvement;**
- **Increase child and youth safety without an over-reliance on out-of-home care;**
- **Improve permanency outcomes and timelines;**
- **Improve child, youth and family well-being; and**
- **Decrease recidivism and delinquency for youth on probation.**

The demonstration's target population will include title IV-E eligible and non-IV-E eligible children and youth aged 0-17, inclusive, who are currently in out-of-home placement or who are at risk of entering or re-entering foster care.

Under these Waiver Terms and Conditions, the State will continue implementation of the demonstration in Alameda and Los Angeles Counties' Child Welfare and Probation Departments. For cost neutrality purposes, this group of counties will be designated as Cohort 1. The State will also begin implementation of the demonstration in the following eight (8) counties: Butte, Lake, Lassen, Sacramento, San Diego, San Francisco, Santa Clara, and Sonoma. These counties are designated as Cohort 2 for cost neutrality purposes.

Under these Terms and Conditions, individual counties reserve the right to terminate their involvement in the waiver demonstration subject to State approval. A county that ends its involvement in the demonstration will reconcile with the State any title IV-E funds due to the State and the Federal Government as of the effective termination date of the county's participation in the demonstration.

2.1 The State's demonstration will include the following two core service interventions:

- **Wraparound: Probation departments in participating counties will provide Wraparound services to youth exhibiting delinquency risk factors that put them at risk of being removed from their homes and placed in foster care. The State's Wraparound model will involve a family-centered, strengths-based, needs-driven planning process for creating individualized services and supports for the youth and family. Specific elements of the Wraparound model will include case teaming, family and youth engagement, individualized strength-based case planning, and transition planning. Additional details regarding the Wraparound model, including the estimated numbers of children and families in**

participating counties that will be offered this intervention, will be provided in the State's Initial Design and Implementation Report (Section 2.3).

- **Safety Organized Practice (SOP)**: Child welfare departments in participating counties will implement this initiative to support the development of a statewide core practice model to further enhance social work practice. Specific elements of SOP include family engagement and assessment, behaviorally based case planning, transition planning, ongoing monitoring, and case plan adaptation as appropriate. Specific services to be implemented as part of SOP include Safety Mapping/Networks, effective safety planning at foster care entry and exit, Capturing the Children's Voice, solution-focused interviewing, motivational interviewing, and case teaming. Additional details regarding SOP, including the estimated numbers of children and families in participating counties that will be offered this intervention, will be provided in the State's Initial Design and Implementation Report (Section 2.3).
- In addition to the two core service interventions described above, participating counties may implement additional child welfare and/or probation interventions.

The State's choice of specific child and family assessment tools to implement in conjunction with the two core service interventions will be identified in its Initial Design and Implementation Report (Section 2.3), but may include Child and Adolescent Needs and Strengths (CANS), Ages and Stages Questionnaire (ASQ), and Structured Decision Making (SDM).

- 2.2 The State shall comply with the following general provisions over the full term of the demonstration project. The State will, or where appropriate, ensure that child welfare and probation case managers, supervisors, and staff from contracted providers:
- a. Work closely with the evaluator to maintain the integrity of the evaluation.
  - b. Develop and deliver services to meet the individual needs of each child and family.
  - c. Ensure that any services being provided to a child or family member at the time the demonstration ends will be completed.
  - d. Ensure the confidentiality of the information collected on the children and families under the demonstration.
  - e. Ensure that the rights of children and their families are protected, and that the safety of the children is a paramount concern of the demonstration project.
  - f. Ensure that title IV-E eligibility determinations are made for all children who are involved in the demonstration project, throughout the life of the demonstration project, to ensure that eligible children retain their eligibility after the

demonstration ends.

- g. Bear any costs that exceed the amount of Federal funds provided for the demonstration.
- h. Ensure that the State is organizationally and legally prepared for all aspects of demonstration project implementation.
- i. Ensure that a conventional title IV-E program is maintained for those children and families that are not designated to receive demonstration services, and that these children and families continue to receive services that are consistent with the "traditional services" available to such children and families in the State at the time the demonstration begins.
- j. Ensure that all applicable provisions of the Act apply to all demonstration components except for those provisions that are explicitly waived above.
- k. Ensure that children who are eligible for the Medicaid program will retain their eligibility for a full range of Medicaid services under the demonstration.
- l. Ensure that any "savings" resulting from the demonstration, whether they are savings to the Federal government, to the State, or to a county or to another jurisdiction within the State, will be used for the further provision of child welfare services. For the purposes of this provision, "savings" means any amount that would have been expended for conventional title IV-E purposes in the absence of this demonstration, or that could have been expended under title IV-B of the Act.
- m. Ensure that in each year throughout the duration of this demonstration the appropriate State officials and evaluators will attend and participate in an annual meeting of the Child Welfare Demonstration States in the Washington, D.C. area.
- n. For the duration of the demonstration project, assure that the State shall provide health insurance coverage to any child with special needs (as determined under Sec. 473(C) of the Act) for whom there is in effect an adoption assistance agreement between the State and an adoptive parent or parents.

2.3 The State will submit an Initial Design and Implementation Report within 90 days following acceptance of these Terms and Conditions (see Section 5.1). This report will include information about program design and implementation. Report sections regarding implementation will include:

- A Final Work Plan, outlining the key tasks, reporting requirements, and timelines throughout the course of the demonstration;
- A phase-down plan for the demonstration so that case plans for children and their families can be adjusted, if necessary, for the post-demonstration portion of their

placement (See Section 6.1);

- The detailed protocol or set of policies that will guide decisions about which families or children are to be selected to participate in the demonstration, how the selection will be made, and how the suitability of services will be determined;
- Standards of quality and safety and practice requirements identified by the State to be incorporated into any agreements with public and private providers that are expected to provide support and services; and
- The status of evaluation activities, including efforts to engage a third-party evaluator.

The demonstration project will be reviewed periodically by the Department to ensure that the demonstration activities are consistent with the purposes of titles IV-B and IV-E of the Act and these Terms and Conditions in providing child welfare services, including an assurance of the safety of the children and families involved. The review is intended to ensure that benefit eligibility will not be impaired and that improved outcomes for the children and families will result. Any proposed amendment to these Terms and Conditions is subject to prior approval by the Department.

### SECTION 3: EVALUATION

- 3.0 The State will conduct an evaluation of the waiver demonstration to test the hypothesis that the use of title IV-E funds to provide alternative services in the areas of prevention and family-centered practice, as appropriate, will result in improved safety, permanency, and well-being outcomes for children. The evaluation will consist of three components: A process evaluation, an outcome evaluation, and a cost analysis.

The State is required to engage a third party to conduct an evaluation of the demonstration program. The evaluator shall be an independent organization that is not affiliated with state or local government, except that state universities may be engaged to conduct the evaluation. The evaluator shall be responsible for the development of the final evaluation design within the basic evaluation parameters outlined below. The evaluator shall develop a research design and sampling plan; develop and execute the data collection and analysis plans; and prepare interim and final reports.

- 3.1 **Evaluation Design:** The State will implement an interrupted time series design for the evaluation of its waiver demonstration in which changes in key child welfare outcomes are tracked over time. Observations of selected outcomes will be made in participating counties for a pre-determined time period prior to implementation of the demonstration to establish baselines, after which additional observations will be made at pre-determined time intervals following implementation. Outcome patterns before and after implementation of the demonstration as a whole, will be analyzed to identify differences that may be attributable in part to the interventions implemented under the demonstration. To the extent possible and subject to the availability of comparable data, outcome pattern comparisons with non-participating counties also may be part of the evaluation. For the two core interventions of Wraparound and Safety Organized Practice, the analysis will use case-level data to the extent possible to isolate the impact of these interventions from the effects of demographic, programmatic, and other external factors.

To the extent feasible, the State will also conduct one or more quasi-experimental sub-studies of specific programs that are implemented under the waiver demonstration. The specific programs to be evaluated through these sub-studies, and the specific research methods for conducting them, will be determined in consultation with the Department and the State's third-party evaluation contractor and described in the State's evaluation plan (Section 3.5).

Other details regarding the final evaluation design (e.g., sample size estimates, methods of statistical analysis) will be determined in consultation with the State's third-party evaluation contractor and described in the State's evaluation plan (Section 3.5).

Throughout the evaluation, the State will apprise the Department of any difficulties encountered in achieving the estimated sample sizes for the project, and in consultation with the outside evaluator will determine if such difficulties will affect the State's ability

to identify statistically significant differences in key demonstration outcomes. The State will notify the Department as soon as any serious problems are noted. Semi-annual progress reports (see Section 5.4) will include an update on the sample sizes and progress toward meeting the targeted sizes.

**For any sub-studies that are implemented as part of the evaluation,** cases will maintain their assigned status for the full period of the demonstration.

Modifications to the sampling plans of **any sub-studies** may be proposed to the Department for approval to ensure that the sample groups are appropriately sized to provide adequate statistical power to detect differences in outcomes of interest between the comparison groups.

3.2 Process Evaluation: The evaluation will include interim and final process analyses that describe how the demonstration was implemented and that identify how demonstration services differ from services available prior to implementation of the demonstration, or from services available to children and families that are not designated to receive demonstration services. The analysis will include a logic model that describes the demonstration's objectives, the services or other interventions provided, and the way the intervention is linked to measurable outcomes. In addition, the process analysis will examine, at a minimum, the following:

- The planning process for the demonstration including whether any formal needs assessment, asset mapping, or assessment of community readiness was conducted;
- The organizational aspects of the demonstration, such as staff structure, funding committed, administrative structures, and project implementation, including ongoing monitoring, oversight, and problem resolution at various organization levels;
- The number and type of staff involved in implementation, including the training they received, as well as their experience, education and characteristics;
- The service delivery system, including procedures for determining eligibility, referring subjects for services, the array of services available, the number of children/families served and the type and duration of services provided;
- The role of the courts in the demonstration and the relationship between the child welfare agency and court system, including any efforts to jointly plan and implement the demonstration;
- Contextual factors, such as the social, economic and political forces that may have a bearing on the replicability of the intervention or influence the implementation or effectiveness of the demonstration. This discussion will note any possible confounding effects of changes in these systems, or changes resulting from other demonstrations or reforms that were implemented during the title IV-E demonstration;

- The degree to which demonstration programs and services are implemented with fidelity to their intended service models; and
- The barriers encountered during implementation, the steps taken to address these barriers, and any lessons learned during implementation.

For each of the factors described above, the process analysis will note any differences, as appropriate for the State's evaluation design, in implementation before and after the start of the demonstration, among participating counties or other administrative units, or between the experimental and control/comparison groups.

3.3 Outcome Evaluation: The State's outcome evaluation will address, at a minimum, changes in the following outcomes **in all participating counties**:

- **Entries into out-of-home care;**
- **Entries into the most appropriate and least restrictive placement settings;**
- **Re-entries into out-of-home care;**
- **Recurrence of maltreatment;**
- **Re-offenses among children and youth on probation; and**
- **Child and family functioning and well-being as measured by assessment tools selected by the State.**

**To the extent available, the State's evaluation will track all outcome measures in relation to gender, age, race, and as appropriate, placement type or setting.**

The State is free to propose additional research questions and outcome measures for inclusion in the evaluation.

The State will collect data **for the evaluation from** the State's automated child welfare information systems, child welfare agency case records, **selected child and family assessment tools**, and additional information sources as appropriate. The State will work with its evaluation contractor to identify other appropriate data sources to address the process and outcome measures described above.

3.4 Cost Study: The cost analysis will examine, at a minimum, the costs of the key elements of services received by children and families designated to receive demonstration services and will compare these costs with those of services available prior to the start of the demonstration, or that were received by the children and families that were not designated to receive demonstration services. The cost analysis will also include an examination of the use of key funding sources, including all relevant Federal sources such as titles IV-A, IV-B, IV-E and XIX of the Act, as well as State and local funds. The purpose of the analysis will be to compare the costs of services available through the demonstration with those of services traditionally provided to children and their families. Where feasible, a cost-effectiveness analysis will be conducted to estimate the costs of each successful outcome achieved through the demonstration. This analysis will be conducted using one or more of the key outcome measures for which a statistically

significant difference is identified.

- 3.5 Evaluation Reporting Requirements: The following reports and documents shall be provided to the Department for review and approval (also noted in Section 5):
- The State will submit to the Department for review a draft of the specifications or Request for Proposals (RFP) for the agreement to conduct an evaluation of the demonstration within 60 days after acceptance of these Terms and Conditions. The draft specifications must detail the objectives of the project, the evaluation design, the specific tasks to be conducted, the time frames for conducting those tasks, and a schedule and list of deliverables. The research questions, key variables, data collection methods, sample sizes and other aspects of the evaluation noted in these Terms and Conditions will be clearly described.
  - The State will submit an evaluation plan to the Department for approval within 90 days after the evaluation contract is awarded. The evaluation plan must present the underlying logic linking interventions to expected outcomes, the research question to be studied, the major variables to be measured, the final sampling plan, the data sources (including an assessment of the reliability and validity of each source), data collection procedures, and the major data analyses to be performed. The plan will describe the comparability of selected comparison groups on key variables.
  - Not later than 60 days after the conclusion of the 10<sup>th</sup> quarter **following the effective date of the demonstration's extension period** the State will submit an interim evaluation report (see Section 5). The report will include a process analysis of the evaluation to date and any outcome data available at that time. The report will also include a brief description of the outcome and cost components of the evaluation planned and note any issues or problems anticipated in completion of these components. If the findings are unclear or incomplete, the Department may request revisions and resubmission of the report.
  - Not later than six months after the conclusion of the demonstration, a final report integrating the process, outcome and cost components of the evaluation will be submitted. If the findings are unclear or incomplete, the Department may request revisions and resubmission of the report.
  - The State will post copies of the interim and final evaluation reports on the State's child welfare agency Website (see Section 5.10).
  - Not later than six months after the conclusion of the demonstration, the State will have the evaluation contractor produce and make available public-use data tapes, including documentation necessary to permit re-analysis of the data gathered during the course of the evaluation.

Public release of any evaluation or progress reports required under this agreement will be made only by the Department or the State. Prior to public release of such reports, the Department and the State will have at least a 30-day period for review and approval.

- 3.6 Program Changes: Additional program changes that are not applied equally to experimental and control/comparison groups, or that would substantially affect the evaluation of the demonstration, must be approved by the Department as an amendment to these Demonstration Project Terms and Conditions.

#### SECTION 4: COST NEUTRALITY

4.0 As required by section 1130(h) of the Act, the amount of Federal funds expended for this project may not exceed the amount of such funds that would be expended by the State under the State plans approved under parts B and E of title IV if the demonstration project were not conducted. Therefore, except for costs of evaluating and developing this project (as specified in Sections 4.4 and 4.5 below), starting with the deemed beginning date (see Section 1.5) the operation of this demonstration is to be cost-neutral to the Federal government with respect to maintenance and administrative costs for titles IV-B and IV-E of the Act.

4.1 Section 4 Terms:

Costs. All references made to costs (unless otherwise specifically noted) consist of total computable (gross) costs. The Federal share of demonstration project costs will be computed using the matching rate applicable to the funding category.

Maintenance Costs. All references made to maintenance costs include title IV-E allowable foster care maintenance assistance payments (per Section 475(4)(A) of the Act), and such other costs for cases deemed as title IV-E allowable through a waiver granted for this demonstration project.

Administrative Costs. All references made to administrative costs include title IV-E allowable administrative costs (per Federal regulations at 45 CFR 1356.60(c)) for in-placement and candidate activities and other costs deemed as title IV-E allowable through a waiver granted for this demonstration project.

SACWIS Costs. All references made to SACWIS costs include title IV-E allowable SACWIS costs (per 45 CFR 1355.57 and Part 95 Subpart F) for the development, maintenance, and operation of an automated system that is determined by the Department to meet the requirements to be designated as a Statewide Automated Child Welfare Information System (SACWIS). Title IV-E allowability of specific SACWIS costs is further subject to (in addition to these terms and conditions) Departmental approval of an advance planning document (APD) or an operational advance planning document (OAPD), as applicable.

Training Costs. All references made to training costs include title IV-E allowable training costs (per 45 CFR 235.63 through 235.66(a), 1356.60(b), and Section 474(a)(3)(B) of the Act) for the development, delivery or participation in training by eligible IV-E agency staff and providers or professional partner individuals.

Cumulative. All references made to cumulative in the context of costs will indicate that costs are to be summed for all quarters from the deemed beginning date through the quarter in question.

- 4.2 The total costs of foster care payments shall be an amount determined by a base allocation as determined in Section 4.2.1 below plus any annual change factor or exclusions as specified in Section 4.2.2. The results of this calculation are shown in Section 4.3, Tables 1 and 2. The aggregate sum of Federal share payments for the duration of the demonstration shall be the cumulative fixed payment that shall be made to the State. Receipt by the State of payments not greater than the cumulative fixed payment shall be considered cost neutral to the Federal government.

Within 30 days following acceptance of these Terms and Conditions, the State shall submit to the Department for approval a document showing a fixed schedule of payments for the duration of the demonstration period. The State may receive quarterly payments in accordance with a schedule of quarterly payments the sum of which do not exceed the total cumulative payments under the demonstration.

- 4.2.1 The foster care base allocation amount to be used for purposes of establishing a cap to reflect cost neutrality to the Federal government for demonstration project operations has been determined separately for the two identified cohorts of participating counties (see section 2.0) for each of the funding categories impacted by the demonstration project through the following processes:

Source of claims:

**Cohort 1 (See section 2.0):** The base amount is the calculated Federal Fiscal Year (FFY) 2014 total computable (gross) title IV-E Foster Care demonstration project allocation for California with adjustments to exclude amounts paid on behalf of any youth age 18 or older. The initial allocation for this project (in FFY 2007) was derived from the title IV-E Foster Care allowable Federal financial participation (FFP) claims (including current and prior quarter adjustments) submitted by California on quarterly reports of expenditures and estimates (i.e., Form ACF-IV-E-1) during previous time periods. Calculations are applied to separately identify amounts by cost categories and to convert FFP to total computable amounts for the following cost categories as specified below:

- **Foster care maintenance costs:** Total computable costs of \$373,273,185. This total is calculated from the FFY 2014 demonstration project total allocation (all cost categories) of \$479,060,616 FFP. The total FFP allocation is multiplied by the percentage of the allocation attributable to each of the two Cohort 1 counties. The total FFP allocation for each of these counties is then multiplied by the county ratio of maintenance assistance payment FFP claims to the combined total of maintenance assistance payments plus administrative cost FFP claims for that county in the baseline period (FFYs 2003–2005) used to establish the FFY 2007 allocation. The resulting FFP total for each county is summed and then adjusted to exclude identified amounts from Cohort 1 counties as paid on

behalf of any youth age 18 or older. The adjusted FFP total is divided by the FFY 2014 Federal medical assistance percentage (FMAP) rate for California of 50.00% to derive the total computable amount.

- **Foster care administrative costs (see section 4.2.2.3 for exclusions):** Total computable costs of \$578,723,905. This total is calculated from the FFY 2014 demonstration project total allocation (all cost categories) of \$479,060,616 FFP. The total FFP allocation is multiplied by the percentage of the allocation attributable to each of the two Cohort 1 counties. The total FFP allocation for each of these counties is then multiplied by the county ratio of administrative cost FFP claims to the combined total of maintenance assistance payments plus administrative cost FFP claims for that county in the baseline period (FFYs 2003–2005) used to establish the FFY 2007 allocation. The resulting FFP total for each county is summed and then adjusted to exclude identified amounts from Cohort 1 counties as paid on behalf of any youth age 18 or older. The adjusted FFP total is divided by the applicable FFP rate of 50.00% to derive the total computable amount.

**Cohort 2 (See Section 2.0):** The base amount is the calculated Federal Fiscal Year (FFY) total computable (gross) title IV-E Foster Care allowable claims submitted by Cohort 2 counties on the California County Expense Claim and California Assistance Claim. These reports were used by the State to submit title IV-E Foster Care allowable claims (including current and prior quarter adjustments) on quarterly reports of expenditures and estimates (i.e., Form ACF-IV-E-1 or CB-496, as applicable) during the specified time periods for the following cost categories and adjusted as specified below:

- **Foster care maintenance costs:** Total computable costs of \$121,410,610. This total is calculated from the FFY average actual Cohort 2 county claims, as adjusted to reflect proper cost categorization and to exclude amounts identified as paid on behalf of any youth age 18 or older, in this funding category for expenditure quarters in FFYs 2008 - 2012.
- **Foster care administrative costs (see section 4.2.2.3 for exclusions):** Total computable costs of \$ 276,424,768. This total is calculated from the FFY average actual Cohort 2 county claims, as adjusted to reflect proper cost categorization and to exclude amounts identified as paid on behalf of any youth age 18 or older and for the performance of licensing activities, in this funding category for expenditure quarters in FFYs 2008 - 2012.

**Application of base allocation:** The base amount will be applied separately in determining annual allocations for maintenance assistance payments and

**administration.**

**4.2.2** The payments for each full FFY during the operational period of the demonstration project shall consist of the base amounts for each Cohort adjusted each FFY by the change factor(s) and the exclusions described in the subsections below. Thus, payments in the second and subsequent full FFYs of demonstration operations will equal the amount calculated for the prior FFY plus any further applicable changes. The results of this calculation are set out in Table 1 and Table 2. Payments for demonstration operations during any partial FFY will be pro-rated proportionally by quarter to reflect the portion of the FFY when the demonstration project is operational.

4.2.2.1 The annual allocation change factors applied have been determined by the following process:

**Cohort 1 (See Section 2.0)**

- a. **Maintenance assistance payments: Growth rate based on three year average annual rate of change in the ratio of total computable maintenance payment claims to average monthly number of children assisted, computed as follows:**
  1. The claiming data consists of amounts expended through FFY 2012 (adjusted in the same manner as noted in section 4.2.1 for Cohort 2 counties) for the fifty-six (56) California counties not within Cohort 1.
  2. The average monthly number of children assisted includes data for the fifty-six (56) California counties not within Cohort 1 through FFY 2013. The change rate applied to this data for FFY 2014 projection purposes is the annual rate of decline demonstrated in FFY 2013 multiplied by the three-year average change in the rate of annual caseload decline demonstrated through FFY 2013. The projected caseload for each subsequent FFY of the project's operational period is determined as follows: the prior FFY's calculated caseload plus that number multiplied by both the calculated rate of annual change in that number and the FFY 2013 three-year average change in the rate of annual caseload decline.
  3. The calculated average monthly number of children assisted for a given FFY will be subject to supplementation for that FFY only, at the request of California, if the actual number of children assisted under age 18 (using the definition of such as applied on Form CB-496 Part 1, line 41) in the fifty-six (56) California counties not within Cohort 1 exceeds the projected number for that FFY by 10% or greater.
  4. The average maintenance payment claim per child for FFY

2014 is calculated by using the base period (FFYs 2008 – 2012) calculated amount and adding to it the multiplication of that number by the California Necessities Index (CNI) annual demonstrated change rate in FFY 2013. The annual change in the CNI is the basis in California, in accordance with Welfare and Institutions Code sections 11461 for Foster Family Homes, 11462 for Group Homes and 11463 for Foster Family Agencies, for mandated adjustments to maintenance payment rates. The average maintenance payment claim per child in each subsequent FFY during the specified project operational period is calculated by adding the impact of the prior FFY's estimated CNI annual change rate. The estimated CNI factor (displayed on Table 1) for each completed FFY will be adjusted to an actual CNI factor as documented through a submission received from California within three months of the close of that FFY (by December 31).

5. The multiplication of the amounts computed in Steps #2 (plus any adjustment as per Step #3) and #4 above provide a projection of total maintenance payments for each FFY of project operations in the fifty-six (56) California counties not within Cohort 1. The annual percentage change in this projection is the factor applied to the Cohort 1 maintenance payment allocation.
  6. The maintenance payment allocation in FFY 2015 and in each subsequent FFY (see Table 1 in section 4.3) is computed by adding to the Cohort 1 maintenance payment allocation amount in the prior FFY that amount multiplied by the current FFY annual percentage change factor (see Step #5 above).
- b. Administration: Growth rate based on three-year average annual rate of change in total computable administration claims computed as follows:
1. The claiming data consists of amounts expended through FFY 2012 (adjusted in the same manner as noted in Section 4.2.1 for Cohort 2 counties) for the fifty-six (56) California counties not within Cohort 1.
  2. The base period (FFYs 2008 – 2012) amount calculated from administration claims (as described in Step #1 above) is deemed as the FFY 2014 projected claim and is added to the product of that amount multiplied by the three-year average annual rate of change demonstrated (using FFY 2011 claims) in this category to compute the FFY 2015 projection of total administration claims. A projection of administration claims in the fifty-six (56) California counties not within Cohort 1 is similarly performed for each FFY of anticipated project

- operations.
3. The annual percentage change in the projection computed in Step #2 above is the factor applied to the Cohort 1 administration allocation.
  4. The administration allocation in FFY 2015 and in each subsequent FFY is computed by adding to the Cohort 1 administration allocation amount in the base period or prior allocation FFY that amount multiplied by the current FFY annual percentage change factor (see Step #3 above).

Cohort 2 (See section 2.0)

- a. Maintenance assistance payments: Growth rate based on three year average annual rate of change in the ratio of total computable maintenance payment claims to average monthly number of children assisted computed as follows:
  1. The claiming data consists of amounts expended through FFY 2012 (adjusted in the same manner as noted in Section 4.2.1 for Cohort 2 counties) for the eight (8) California counties within Cohort 2.
  2. The average monthly number of children assisted is calculated by using the base period (FFYs 2008 – 2012) calculated amount. No change rate will be applied to the average monthly number of children assisted for the purposes of projecting FFY allocations in this category for this cohort.
  3. The average monthly number of children assisted for a given FFY will be subject to supplementation for that FFY only, at the request of California, if the Cohort 2 actual number of children under age 18 assisted (using the definition of such as applied on Form CB-496 Part 1, line 41) exceeds the projected number for that FFY by 10% or greater.
  4. The average maintenance payment claim per child for FFY 2015 is calculated by using the base period (FFYs 2008 – 2012) calculated amount and adding to it the multiplication of that number by the California Necessities Index (CNI) estimated annual change rate in FFY 2014. The annual change in the CNI is the basis in California, in accordance with Welfare and Institutions Code sections 11461 for Foster Family Homes, 11462 for Group Homes and 11463 for Foster Family Agencies, for mandated adjustments to maintenance payment rates. The average maintenance payment claim per child in each subsequent FFY during the specified project operational period is calculated by adding the impact of the prior FFY's estimated CNI annual change rate. The estimated CNI factor (displayed on Table 2) for each completed FFY will be adjusted to an actual CNI factor as documented through a submission

- received from California within three months of the close of that FFY (by December 31).
5. The maintenance payment allocation in FFY 2015 and in each subsequent FFY of project operations is computed by multiplying the average monthly number of children assisted (step #2 plus any adjustment as per Step #3 above) by the average maintenance payment claim per child (see Step #4 above) in that FFY.
- b. Administration: Growth rate based on three-year average annual rate of change in total computable administration claims computed as follows:
1. The claiming data consists of amounts expended through FFY 2012 (adjusted in the same manner as noted in Section 4.2.1 for Cohort 2 counties) for the eight (8) California counties within Cohort 2.
  2. The base period (FFYs 2008 – 2012) amount calculated from administration claims (as described in Step #1 above) is deemed as the FFY 2014 projected claim and a three-year average annual rate of change is computed by comparing that amount to the FFY 2011 claims in this category.
  3. The administration allocation in FFY 2015 and in each subsequent FFY is computed by adding to the Cohort 2 administration amount in the base period or prior FFY that amount multiplied by the calculated three-year average annual rate of change in the prior FFY.
- 4.2.2.3 The foster care costs excluded from the cost neutrality calculation and thus subject to payment outside of the capped allocation are as follows:
- a. Any allowable title IV-E claims from counties not participating in the demonstration project will be excluded from the calculation of the demonstration's capped allocation (see Section 4.3) and will be reimbursable separately in addition to the amount of the capped allocation.
  - b. Any allowable SACWIS development or operational costs will be excluded from the calculation of the demonstration's capped allocation (see Section 4.3) and will be reimbursable separately in addition to the amount of the capped allocation.
  - c. Any allowable title IV-E In-Placement Administration – Provider Management claims for performance of foster care licensing activities and 50% training will be excluded from the calculation of the demonstration's capped allocation (see

Section 4.3) and will be reimbursable separately in addition to the amount of the capped allocation.

- d. Any allowable staff, provider, or professional partner training category costs will be excluded from the calculation of the demonstration's capped allocation (see Section 4.3) and will be reimbursable separately in addition to the amount of the capped allocation.
- e. Any allowable title IV-E claims on behalf of title IV-E eligible youth who are at least age 18 but have not yet attained the age of 21 will be excluded from the calculation of the demonstration's capped allocation (see Section 4.3), and will be reimbursable separately in addition to the amount of the capped allocation.

4.2.2.4 Upon a request from the State, the Department will consider an amendment to these Terms and Conditions with respect to the amount of the capped allocation for one or both Cohorts if the State documents significant unanticipated cost increases in either maintenance or administrative costs that exceed the growth rate for the cost category provided for in these Terms and Conditions, provided the documented increase in costs is unrelated to the implementation of this demonstration project (e.g., stemming from Federal, State or county policy changes, court orders, or other external factors) and would result in increased title IV-E allowable claims for the participating counties, but for their participation in the demonstration.

4.3 Federal title IV-E payments to the State for this demonstration, including expenditures of any realized savings, will be made quarterly for amounts in accordance with Table 1 and Table 2 below based on State estimates of demonstration expenditures for the next quarter in accordance with the payment schedule (as determined in Section 4.2 above).

Demonstration Project Funding Category	Base FFY Amount	FFY 2015 Allocation Cap	FFY 2016 Allocation Cap	FFY 2017 Allocation Cap	FFY 2018 Allocation Cap	FFY 2019 Allocation Cap
Maintenance Payments	\$373,273,185	\$380,070,004	\$390,659,182	\$398,231,636	\$411,019,498	\$420,637,930
Applied CNI Factor <sup>2</sup>		2.17%	2.97%	2.03%	3.26%	2.37%
Administration	\$578,723,905	\$590,182,638	\$621,285,262	\$636,133,980	\$656,490,268	\$680,189,566
All Capped Categories	\$951,997,090	\$970,252,642	\$1,011,944,444	\$1,034,365,616	\$1,067,509,766	\$1,100,827,496

Demonstration Project Funding Category	Base FFY Amount	FFY 2015 Allocation Cap	FFY 2016 Allocation Cap	FFY 2017 Allocation Cap	FFY 2018 Allocation Cap	FFY 2019 Allocation Cap
Maintenance Payments	\$121,410,610	\$124,045,220	\$127,731,635	\$130,330,593	\$134,579,242	\$137,765,232
Applied CNI Factor <sup>4</sup>		2.17%	2.97%	2.03%	3.26%	2.37%
Administration	\$276,424,768	\$280,682,766	\$297,996,053	\$305,551,610	\$315,943,040	\$328,663,705
All Capped Categories	\$397,835,378	\$404,727,986	\$425,727,688	\$435,882,203	\$450,522,282	\$466,428,937

Federal title IV-E payments for demonstration operational expenditures will be made for any quarter beginning in accordance with the dates specified in section 1.5 of these terms and conditions when the demonstration is in operation and for a total period of no longer than five years (20 quarters) thereafter.

Actual expenditures claimed for the demonstration project, including expenditures of any realized savings, along with estimates in advance of each quarter, will be identified separately on the ACF quarterly claim form, CB-496. Summary fiscal information on the

<sup>1</sup> This allocation level covers only those California counties identified in section 4.2.1 as participating in Cohort 1 of the demonstration project.

<sup>2</sup> The California Necessities Index (CNI) factor applied is the year it is effective. The numbers displayed are estimates that when, as required by section 4.2.2.1, must be adjusted to actuals will impact the amount of the displayed Maintenance Payments allocations.

<sup>3</sup> This allocation level covers only those California counties identified in section 4.2.1 as participating in Cohort 2 of the demonstration project.

<sup>4</sup> The California Necessities Index (CNI) factor applied is the year it is effective. The numbers displayed are estimates that when, as required by section 4.2.2.1, must be adjusted to actuals will impact the amount of the displayed Maintenance Payments allocations.

results of the project must be reported in Part 3 as well as other applicable parts of form CB-496. These estimates and claims relating to the demonstration will be subject to review and deferral or adjustment according to the normal procedures for reviewing title IV-E estimates and paying title IV-E claims. All other title IV-E claims that are not related to this demonstration will continue to be filed in accordance with current quarterly claiming requirements for payments for allowable cost. The State must examine its cost allocation plan to determine whether any of the components will affect the calculation of or claiming for any administrative costs under title IV-E, and if so the State must submit an amendment to the cost allocation plan prior to the implementation date to address any such effects appropriately.

At the completion of the demonstration project, the State will notify the Department when a final claim for operational costs has been filed. Reported expenditures subject to consideration as part of the payments made under the capped allocation will be totaled and reconciled against the cumulative capped allocation payments made. Any unclaimed portion of the capped allocation will be available for claiming in accordance with Federal regulations at 45 CFR 95.7 for costs incurred during the project period.

- 4.4 **Developmental Costs.** Developmental costs are the expenses the State incurs to establish the demonstration prior to the project's implementation. These costs are excluded from the cost-neutrality calculation. This waiver demonstration was originally implemented on July 1, 2007; therefore, no further developmental costs may be claimed during the period of the five-year extension beginning on October 1, 2014.
- 4.5 **Evaluation Costs.** Evaluation costs are expenses incurred by the external evaluator as well as those incurred by the State that are directly related to the evaluation effort. These costs are excluded from cost-neutrality calculation. Evaluation costs begin with the first evaluation planning activities and continue until the final evaluation report is submitted. Such costs will encompass all costs necessary to carry out the approved evaluation plan, including costs for evaluation activities carried out by State and local agencies as well as those carried out by the evaluation contractor. The costs of approved evaluation activities may be charged to title IV-E administrative costs without cost allocation so that the State may claim a full 50 percent of these costs as title IV-E administrative costs. The State shall address any changes needed to implement this provision through submission of appropriate amendments to its approved State cost allocation plans. Costs of evaluation that arise from the demonstration project(s) approved under these Terms and Conditions may be claimed for a reasonable period of time after the expiration of the period of this demonstration (Section 1.5) so long as the costs are for activities required by the evaluation plan(s) approved by the Department and are otherwise allowable and reasonable. Evaluation components not approved by the Department will not qualify for Federal matching funds.

## SECTION 5: MONITORING

The State will send all reports required in this section to the Children's Bureau, the Regional ACF Office, and the evaluation technical assistance contractor for this initiative.

- 5.0 Within 60 days of acceptance of these Terms and Conditions, the State will submit to the Department a draft of the specifications or Request for Proposal (RFP) and evaluation specifications for review.
- 5.1 Within 90 days following acceptance of these Terms and Conditions, the State will submit an Initial Design and Implementation Report to the Department for approval (see Section 2.3 for detailed elements of the report).
- 5.2 The State shall submit quarterly progress reports beginning 90 days after the acceptance of these Terms and Conditions. The Initial Design and Implementation Report will serve as the first quarterly report. All subsequent reports are due no later than 30 days after the conclusion of each quarterly period and will include a basic update on the status of each activity or task identified in the Implementation Report. The report will also identify any problems encountered that may have an impact on the design or anticipated implementation schedule. Suggestions for resolving these problems will be provided for the Department's review and approval.
- 5.3 Once implementation has begun, semi-annual progress reports will be required throughout the project period summarizing project and evaluation activities and accomplishments during the reporting period as well as interim findings from the evaluation, if available. The semi-annual progress reports shall indicate issues or problems and resolutions regarding the implementation of the demonstration or evaluation as approved, including updates on the resolution of any significant problems identified in the implementation report. These reports are due no later than 30 days after the conclusion of each reporting period.
- 5.4 The State will submit an evaluation plan to the Department for approval within 90 days after the evaluation contract is awarded (Section 3.5). The evaluation plan must be approved by the Department prior to implementation.
- 5.5 The State will submit an Interim Evaluation Report 60 days after the conclusion of the 10<sup>th</sup> quarter **following the effective date of the demonstration's extension period** (Section 3.5). Additional reports may be proposed by the State and, subject to approval by the Department, may be considered allowable components of the evaluation of the demonstration.
- 5.6 The State will submit a Final Evaluation Report six months after the project ends, integrating the process study, the outcomes study, and the cost analysis (Section 3.5).
- 5.7 The State will post copies of the interim and final evaluation reports on the State's child welfare agency Website (see Section 3.5).

- 5.8 The State will submit, or have the evaluation contractor produce and make available, public-use data tapes, including documentation necessary to permit re-analysis of the data gathered during the course of the evaluation, six months after the project ends (Section 3.5).

SECTION 6: TERMINATION PROCEDURES

- 6.0 Federal financial participation in demonstration activities requiring waivers will not be provided beyond the period approved by the Department.
- 6.1 As part of the Initial Design and Implementation Report (Section 2.4), the State will submit for the Department's approval a plan to phase down and end the demonstration to ensure that there are no demonstration-related Federal costs incurred beyond the period approved by the Department. All activities requiring Department approval must cease on the date decided by the Department if the project is terminated prior to the end of the **20<sup>th</sup> quarter after the deemed beginning date of the demonstration or before September 30, 2019, whichever is earlier.**

Approval:

Acceptance:

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JooYeun Chang  
Associate Commissioner  
Children's Bureau

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**Will Lightbourne**  
**Director**  
**California Department of Social**  
**Services**

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Date

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Date

Title IV-E Well-Being Project

**MOU Between Los Angeles County Department of Children & Family Services and Probation Departments**

This MOU supplements and does not supersede the MOU between Los Angeles County and the California Department of Social Services (State-County Demonstration MOU) that implements the County's participation in the Title IV-E California Well-Being Project (Demonstration).

The Federal Terms and Conditions governing the Demonstration require that both the county Social Services and the Probation Department participate in the Demonstration. This MOU between the county Social Services and Probation Department requires a description of the methodology to be used to allocate the federal title IV-E funding available to the Probation Department under the County's budget for the Demonstration, consistent with the federal Terms and Conditions fiscal methodology. Both county departments must execute this MOU prior to the Demonstration implementation date of October 1, 2014. The county will not be able to participate in the Project if this MOU is not executed 30 days prior to the implementation date. The executed document must be submitted to CDSS no later than 15 days prior to implementation. A county will not be able to participate in the Demonstration without this document.

**Responsibilities**

1. The county Social Services and Probation Departments agree to comply with the State-County Demonstration MOU, and agree to cooperate with each other as needed to ensure compliance with the terms of the State-County Demonstration MOU.
2. The county Social Services and Probation Departments shall calculate and agree upon the amount of Title IV-E funds that are available to the Probation Department for the five-years of the Demonstration. A description of the methodology that will be used to determine this amount is attached to this MOU See Attachment 1.
3. The Social Services and Probation Departments shall calculate and agree on the match and amount of savings that result from the Demonstration consistent with Paragraph J of the state-county MOU that is available to the Probation Department not less than semi-annually, and both Departments will reinvest any

savings produced by participating in the Demonstration in child welfare services. A description of the methodology that will be used to determine the amount of the savings available to each Department is attached to this MOU. See Attachment 2.

4. Probation must develop a five-year budget for the Probation Department based on the fiscal methodology in the terms and conditions including any growth or trigger factors. The five-year Probation budget must be included as an attachment to the County Project Plan.
5. The county Social Services Department agrees to accept claims for federal reimbursement from the Probation Department for all Demonstration administrative and maintenance costs in support of strategies identified in the county plan. This is in addition to the normal Title IV-E claiming of costs not included in the Demonstration. Project.
6. The Probation Department will complete quarterly the Title IV-E Well-Being Fiscal Workbook with expenditures for Demonstration administrative and maintenance costs. The Probation Department will send the completed fiscal workbook to the county Social Services Department in order for the county to compile a joint fiscal workbook for both departments and to submit one county fiscal workbook to CDSS.
7. The county Social Services and the Probation Departments will reconcile on a quarterly basis the federal funds budgeted for that fiscal year against the claims submitted.
8. The Probation Department is responsible for data collection regarding program strategies, funding expenditures and evaluation activities that are required to participate in the Demonstration.
9. The Social Services and Probation Departments agree they will establish a mutually satisfactory method for the exchange of information that is necessary for the completion of required reporting for the progress reports and fiscal workbook in order to submit one county document to CDSS.
10. The Social Services and Probation Departments agree to establish mutually satisfactory procedures for the adjustment of claims, increase or decrease in the allocation of IV-E funds, and other requirements of the Demonstration.

11. The Probation Department will bear any costs incurred if any federal disallowance is found to a claim with regard to Probation Department costs. The adjustment will be made against a future claim. The county Social Services Department will bear any costs incurred if any disallowance is found to a claim with regard to Social Services Department costs.
  
12. The Probation Department will bear the costs if the expenditures exceed the portion of the federal capped allocation allotment for Probation.

This agreement shall take effect upon the implementation of the Title IV-E Waiver Demonstration and shall remain in effect until September 30, 2019. If the county decides to "opt out" of the waiver, this MOU will cease on the last date of the quarter in which the county participated in the Demonstration.

County  
Department of Social Services

Probation Department

\_\_\_\_\_  
Director

\_\_\_\_\_  
Chief Probation Officer

## BREACHES AND SECURITY INCIDENTS REQUIREMENTS

To comply with federal and state laws, breaches and security incidents of any unauthorized access, use, and/or disclosure of public social services client or applicant information under the protection of federal and state law must be investigated and reported to the authorities.

### A. Initial Notice by the County to CDSS

1. Notify CDSS **as soon as possible by email (or if email is not available, by telephone or fax)** upon the discovery of a breach of Personal Identifying Information (PII) regardless of media, if the PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves public social services client or applicant information under the protection of federal and state law; and
2. Notify CDSS **by email (or if email is not available, by telephone or fax) within 24 hours** of the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by the County as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County.

The notice must contain all information about the breach or security incident known at the time of the report.

### B. CDSS Contact Information

The County shall initiate contact with the CDSS Information Security Officer using the contact information below. CDSS reserves the right to make changes to the contact information below by giving written notice to the County. Said changes shall not require an amendment to this Agreement.

California Department of Social Services  
Information Security Officer  
744 P Street MS 9-9-70  
Sacramento, CA 95814

Email: [iso@dss.ca.gov](mailto:iso@dss.ca.gov)

Telephone: (916) 651-5558

Fax: (916) 651-5570

### **C. Investigation and Investigative Report**

The County agrees to immediately investigate any suspected or actual breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII, the County shall:

1. Take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
2. Take all action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

If the investigation results in any additions or changes to the information provided on the initial notification, the County shall submit an updated report to CDSS within 72 hours of discovery of the incident or breach.

### **D. Complete Report**

The County agrees to provide a complete report of the investigation to CDSS within ten working days of the discovery of a breach, security incident, intrusion, unauthorized access, use, or disclosure. The report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable federal and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If CDSS requests additional information, the County shall make reasonable efforts to provide such information.

CDSS will review the County report to determine whether a breach occurred, whether individual notifications are required, and whether the corrective action plan is sufficient.

### **E. Responsibility for Reporting of Breaches**

If the cause of a breach of PII is attributable to the County or its agents, subcontractors or vendors, the County is responsible for reporting the breach and all costs associated with the breach. If the cause of the breach is attributable to CDSS, CDSS is responsible for reporting the breach and for all costs associated with the breach. When applicable law requires the breach be reported to a federal or state agency or that notice to be given to media outlets, CDSS and the County shall coordinate to ensure such reporting is in compliance with applicable law, to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.

## **F. Notification of Individuals**

When applicable state or federal law requires a breaching entity to notify individuals of a breach or unauthorized disclosure of their PII, the following provisions apply:

1. If the cause of the breach is attributable to the County or its subcontractors, agents or vendors, the County shall pay any costs of such notifications, as well as any and all costs associated with the breach.
2. The notifications shall comply with the requirements set forth in California Civil Code Section 1798.29, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days.
3. CDSS shall review the time, manner, and content of any such notifications.
4. CDSS may elect to assign responsibility for such notification to the County.
5. In the event CDSS assigns notification responsibility to the County, CDSS shall provide the County with the appropriate direction and procedures to ensure timely and accurate notice is provided pursuant to applicable law.
6. If the cause of the breach is attributable to CDSS, CDSS shall pay any costs associated with such notifications.
7. If there is any question as to whether CDSS or the County's responsible for the breach, CDSS and the County shall jointly determine responsibility for purposes of allocating the costs of such notices.

**Title IV-E Well-Being Project  
Fiscal MOU between Los Angeles County Department of Children and Family  
Services and Probation Department**

This MOU supplements and does not supersede the MOU between Los Angeles County and the California Department of Social Services (State-County Demonstration MOU) that implements the County's participation in the Title IV-E California Well-Being Project (Demonstration). In addition, this MOU does not supersede the MOU dated 12/30/2008 between the Department of Children and Family Services and the Probation Department.

The Federal Terms and Conditions governing the Demonstration require that both the Department of Children and Family Services (DCFS) and the Probation Department (Probation) participate in the Demonstration. This MOU between the DCFS and Probation defines the methodology to be used to allocate the federal title IV-E funding available to Probation under the County's budget for the Demonstration, consistent with the federal Terms and Conditions fiscal methodology. Both county departments must execute this MOU prior to the Demonstration implementation date of October 1, 2014. The county will not be able to participate in the Project if this MOU is not executed 30 days prior to the implementation date. The executed document must be submitted to CDSS no later than 15 days prior to implementation. A county will not be able to participate in the Demonstration without this document.

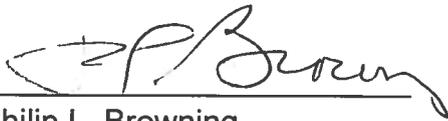
**Responsibilities**

1. DCFS and Probation agree to comply with the State-County Demonstration MOU, and agree to cooperate with each other as needed to ensure compliance with the terms of the State-County Demonstration MOU.
2. DCFS and Probation shall calculate and agree upon the amount of Title IV-E funds that are available to Probation for the five-years of the Demonstration. DCFS will provide Probation with a specific breakdown of the administrative and assistance (maintenance) portions of the budget as well as the methodologies used to calculate this breakdown.
3. DCFS and Probation shall calculate and agree on the match and amount of savings that result from the Demonstration consistent with Paragraph J of the state-county MOU that is available to Probation not less than semi-annually, and both Departments will reinvest any savings produced by participating in the Demonstration in child welfare services.

4. Probation must develop a proposed five-year budget for based on the fiscal methodology in the terms and conditions including any growth or trigger factors. The five-year budget must be included as an attachment to the County Project Plan.
5. DCFS agrees to accept claims for federal reimbursement from Probation for all Demonstration administrative costs in support of strategies identified in the County plan. This is in addition to the normal Title IV-E claiming of costs not included in the Demonstration Project.
6. Probation will complete quarterly the Title IV-E Well-Being Fiscal Workbook with expenditures for Demonstration administrative and maintenance costs. Probation will send the completed fiscal workbook to DCFS in order for the county to compile a joint fiscal workbook for both departments and to submit one county fiscal workbook to CDSS.
7. DCFS and Probation will reconcile on a quarterly basis the federal funds budgeted for that fiscal year against the claims submitted.
8. Probation is responsible for data collection regarding program strategies, funding expenditures and evaluation activities that are required to participate in the Demonstration.
9. DCFS and Probation agree they will establish a mutually satisfactory method for the exchange of information that is necessary for the completion of required reporting for the progress reports and fiscal workbook in order to submit one county document to CDSS.
10. DCFS and Probation agree to establish mutually satisfactory procedures for the adjustment of claims, increase or decrease in the allocation of IV-E funds, and other requirements of the Demonstration.
11. Probation will bear any costs incurred if any federal disallowance is found to a claim with regard to Probation costs. The adjustment will be made against a future claim. DCFS will bear any costs incurred if any disallowance is found to a claim with regard to DCFS costs.
12. Both Departments will bear the costs if their expenditures exceed its portion of the federal capped allocation allotment. .

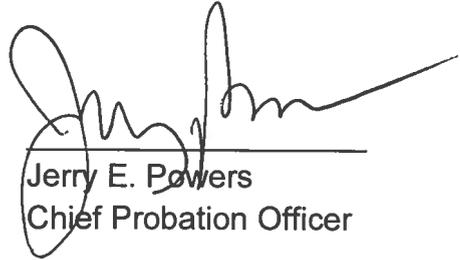
This agreement shall take effect upon the implementation of the Title IV-E Waiver Demonstration and shall remain in effect until September 30, 2019. If the County decides to "opt out" of the waiver, this MOU will cease on the last date of the quarter in which the county participated in the Demonstration.

Los Angeles County  
Department of Children and Family Services



Philip L. Browning  
Director

Los Angeles County  
Probation Department



Jerry E. Powers  
Chief Probation Officer

## **TITLE IV-E CALIFORNIA WELL-BEING PROJECT LOS ANGELES COUNTY PROBATION DEPARTMENT**

The initiatives and programs detailed below will be funded utilizing existing Probation Title IV-E funds. Most of these strategies were implemented during the first project period and will be continued during the Waiver Extension. . The initiatives listed in the Board letter will be evaluated by CDSS as a part of the Waiver Extension, while these initiatives listed below will be internally evaluated by the County.

**Multi-Systemic Therapy (MST)** - Probation has partnered with Starview Community Services to provide Multi-Systemic Therapy (MST) to youth and families. MST is an intensive family and community-based treatment program that focuses on addressing all environmental systems that impact chronic and violent juvenile offenders -- their homes and families, schools and teachers, neighbourhoods and friends

**Prospective Authorization and Utilization Review (PAUR) Unit** – The Prospective Authorization and Utilization Review Unit (PAUR) assists in matching youth and families with appropriate services. This unit improves consistency in service utilization by the Department as referrals to services are pre-approved based on whether a youth and family meet the specified focus of service. The PAUR unit handles referrals for Family Preservation, Functional Family Therapy (FFT), Functional Family Probation (FFP) and Multi-Systemic Therapy (MST) and processes referrals for youth who are considered to be at-risk of entering out-of-home care. The PAUR unit also oversees referrals for youth transitioning from Placement back to the community and works to ensure that these programs are operating at full capacity. Each case is systematically reviewed to determine if the service being considered for provision appropriately address the youth's risks and needs as identified through various assessment tools, the Probation Case Management System (PCMS), Court orders and/or court-ordered Conditions of Probation.

**Foster Youth Education Project** – Probation and DCFS are working together to expand the Gloria Molina Foster Youth Education Project in schools throughout the County. The goal of this initiative is to increase graduation rates by: identifying an educational advocate for each foster youth; improving academic performance through the use of educational case plans and data gathering; and encouraging student retention in the K-12 school system. Probation is collaborating with DCFS to implement this strategy county-wide.

**Group Home Aftercare Services** – Probation has worked with the Department of Mental Health (DMH) to expand the contracts of five (5) Group Home agencies to

provide coordinated case management aftercare services to youth returning home from out-of-home care. These services provide for increased continuity of care while ensuring that linkages are facilitated timely once the youth transitions home. This strategy seeks to improve permanency by decreasing re-entry into out-of-home care.

**Substance Abuse Prevention and Control (SAPC)** – Probation developed a Memorandum of Understanding (MOU) with the Department of Public Health Substance Abuse Prevention and Control (SAPC) to utilize existing contract agencies to provide community-based substance abuse services to youth identified with substance abuse risk factors. The increased availability and utilization of these services will provide judicial officers with more community-based alternatives for substance abusing youth in lieu of detention and/or out-of-home care.

**Youth Development Services (YDS)/ Life Skills** – The Chaffee/Foster Care Independence Act utilizes a combination of state and federal funding to provide supportive services to Transition Age Youth (TAY) between ages 16 and 21. The Independent Living Program (ILP) provides supportive services to this population which enhances each youth's self-sufficiency plans by providing direct funds for housing assistance, employment, job training, clothes, transportation, and education assistance. A like amount of funds will be utilized to facilitate a contract for the Youth Development Services (YDS) Individualized Transition Skills Program. Probation has developed an MOU with the Department of Public Social Services (DPSS) to provide full-time employment opportunities for Probation TAY youth. These programs are designed to assist the youths' successful transition back into the community.

**Expansion of Placement Permanency & Quality Assurance Group Home Monitoring Unit** Probation's Placement Permanency Quality Assurance Unit (PPQA) Group Home Monitoring Unit has six Deputy Probation Officers assigned to it. These Group Home Monitors are required to conduct annual compliance reviews on 24 agencies at 59 different sites. The Group Home Monitors also investigate allegations of non-compliance with the County contract, as well as any allegation(s) of maltreatment and/or child endangerment alleged to have occurred at any of the Group Homes. Given the volume of high-priority responsibilities, Probation expanded this unit by adding four (4) Program Analysts to more effectively track and manage unit operations which assists in ensuring that allegations of maltreatment are investigated in a timely manner, and that youth are maintained in safer, more stable care as circumstances dictate.

**241.1 WIC Dual Supervision Countywide Expansion** – Probation, in collaboration with the Presiding Judge of the Juvenile Court, DCFS, DMH and other stakeholders, fully implemented the enhanced Dual Status Project as part of the Crossover Youth Initiative. This initiative, which has expanded countywide, significantly increased

caseloads for DPOs and CSWs. This project utilizes pre and post-adjudication Multi-Disciplinary Team (MDT) meetings involving partner agencies, education representatives, parents/guardians, the youth and community-based organizations to provide enhanced assessment and facilitate stronger cross-systems case management. Probation recently expanded this unit to 10 DPOs and 1 SDPO.

**Placement Education Counselors** – Probation, in collaboration with the Los Angeles County Office of Education (LACOE), will be utilizing education counselors to provide support and coordinate linkages for educational, behavioral and vocational services for foster youth on probation and residing in out-of-home care or transitioning back to the community from out-of-home care. These services will assist youth as they work to improve their academic performance and facilitate the completion of their high school education.

**Expansion of Public Health Nurses** – The Department of Public Health (DPH) and Probation have developed and maintained a health service delivery system for detained youth who are residing in out-of-home placement. This program provides these children with access to a range of integrated medical, dental, developmental and family support services in a child-and-family centered system designed to meet the needs of children requiring medical evaluation and referral. The long-range objectives of this program are to ensure that court-detained children placed out-of-home receive timely health assessment and referrals for treatment services, and that all services rendered are appropriately documented. Currently, there are two (2) Public Health Nurses providing these services to approximately 800 youth residing in out-of-home placement. Probation will utilize Waiver funds to hire two (2) additional Public Health Nurses to service these youth.

**California Institute for Behavioral Health Services (CIBHS)** – Probation has entered into a contract with the California Institute of Behavioral Health Services (CIBHS) to obtain ongoing consultation services for Functional Family Therapy (FFT) and Functional Family Probation (FFP). CIBHS provides on-going consultation and technical assistance to Probation's FFT and FFP teams to increase fidelity and adherence to the tenets of these evidence-based practices.